

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
ASSOCIATE JUDGE DIVISION
STATE OF MISSOURI

FILED
JAN 04 2011

22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

CAPITAL ONE BANK (USA) N.A.,

Plaintiff,

vs.

DANIEL J. FLENTKE,

Defendant.

Case No: 1022-AC16368

NOTICE OF HEARING

Please take notice that Plaintiff will call for hearing its Motion to Set Aside on

2/15, 2011, at 9:30 a.m. or as soon thereafter as counsel may be heard

in the Circuit Court of the City of St. Louis, State of Missouri.

KRAMER & FRANK, P.C.

By 

ADAM GILLESPIE, MBE#60954

Attorneys for Plaintiff

9300 Dielman Ind. Dr., Ste 100

St. Louis, MO 63132

(314) 991-1835, Ext. 160

(314) 991-0485 Fax

Email: 92410655@lawusa.com

FLEDACA5

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served on all parties in the above cause by depositing a copy thereof in the U.S. Mail, postage prepaid, on January 7, 2011, in an envelope addressed to:

Mr. Nathan H. Goldberg
Attorney for Defendant
6901 Gravois Road
St. Louis, MO 63116



IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
ASSOCIATE JUDGE DIVISION
STATE OF MISSOURI


CAPITAL ONE BANK (USA) N.A.,)	
)	
Plaintiff,)	Number: 1022-AC16368
)	
vs.)	
)	
DANIEL J. FLENTKE,)	
)	
Defendant.)	

MOTION TO SET ASIDE DEFAULT JUDGMENT

COMES NOW Plaintiff, CAPITAL ONE BANK (USA) N.A., by and through their attorneys, Kramer and Frank, P.C. and by consent of the parties, requests that the Default Judgment entered in this matter be set aside. In support thereof, Plaintiff states that the Defendant's attorney entered his appearance and the parties wish to complete discovery.

KRAMER & FRANK, P.C.

by


ADAM GILLESPIE, MBE#60954
Attorneys for Plaintiff
9300 Dielman Ind. Dr., Ste 100
St. Louis, MO 63132
(314) 991-1835, Ext. 160
(314) 991-0485 Fax
Email: 92410655@lawusa.com
FLEDACA5

SO ORDERED:

JUDGE

Dated: _____

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served on all parties in the above cause by depositing a copy thereof in the United States Mail, postage prepaid, in an envelope addressed to: Mr. Nathan H. Goldberg, Attorney for Defendant, 6901 Gravois Road, St. Louis, MO 63116, on January 7, 2011.





IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	Case Number: 1022-AC16368
Plaintiff/Petitioner: CAPITAL ONE BANK USA NA	Plaintiff's/Petitioner's Attorney/Address: IRWIN JAMES FRANKEL 9300 DIELMAN INDUST DR, Ste 100 SAINT LOUIS, MO 63132 (314) 754-6111
Defendant/Respondent: DANIEL J FLENTKE	Date, Time and Location of Court Appearance: 07-DEC-2010, 09:30 AM Division 27 CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: AC Breach of Contract	

(Date File Stamp)

Associate Division Summons

The State of Missouri to: **DANIEL J FLENTKE**

Alias:

4631 ROSA AVE
SAINT LOUIS, MO 63116

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court on the date, time, and location above to answer the attached petition. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. You may be permitted to file certain responsive pleadings, pursuant to Chapter 517 RSMo. Should you have any questions regarding responsive pleadings in this case, you should consult an attorney.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

November 8, 2010

Date

Mariano Favazza
Circuit Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Service must not be made less than ten days nor more than thirty days from the date the Defendant/Respondent is to appear in court.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
ASSOCIATE JUDGE DIVISION
STATE OF MISSOURI

CAPITAL ONE BANK (USA) N.A.)	
)	
)	Case No: 1022-AC
Plaintiff)	Division:
vs.)	
DANIEL J FLENTKE)	
4631 Rosa Ave,)	
Saint Louis, MO 63116-1235)	
(CITY))	
)	
Defendant(s).)	
PETITION ON BREACH OF CONTRACT		

Comes now Plaintiff and for its cause of action herein
states that:

1. Plaintiff CAPITAL ONE BANK (USA) N.A. is a nationally
chartered banking association duly organized and existing under
and by virtue of law.

2. Defendant DANIEL J FLENTKE is a resident of ST. LOUIS
CITY, State of Missouri.

3. Plaintiff and Defendant entered into a contract for the
extension of credit from Plaintiff to Defendant under which the
Defendant agreed to pay per the terms of the contract, a copy of
which is attached hereto and made a part of this petition by
reference.

4. Defendant is indebted to Plaintiff for attorney's fees
as provided for in the contract attached hereto.

This communication is from debt collector attempting to collect a debt, and
any information obtained will be used for that purpose.

5. Plaintiff has performed, or substantially performed, all of its obligations, and conditions precedent, if any, under said contract.

6. Defendant has breached the contract by failing to make payments to Plaintiff as required by the contract, and Plaintiff has therefore been damaged in the amount of \$2711.29.

7. The above balance was due, and demand for payment was made, on or before October 13, 2010.

WHEREFORE, Plaintiff prays for judgment against Defendant in the sum of \$2711.29 plus interest of \$61.40, together with interest thereon at the rate of 3.90 percent per annum from October 13, 2010, for reasonable attorney's fees and for Court costs herein expended.

KRAMER & FRANK, P.C.



By

IRWIN JAMES FRANKEL, MBE# 24777
Attorney for Plaintiff
9300 Dielman Ind. Dr., Ste 100
St. Louis, MO 63132-2205
Telephone: (314) 991-1177
Fax: (314) 991-0485
E-mail: 92410655@lawusa.com

CONTACT PERSON:

HEATHER KING

(314) 991-1835 ext 6186

PAY ONLINE:

<http://www.kfpay.com>

File Code: 92410655

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

CUSTOMER AGREEMENT

Welcome to Capital One. We are pleased to have your credit card account. This Customer Agreement contains information about your account. Please read it and keep it for your records. Your contract with us for the card and account ("the Agreement") consists of this Customer Agreement together with any changes to the Customer Agreement that we make as provided below, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable), Capital One Privacy Notice, any account disclosures provided and delivered to you prior to or at the time your account opened, including disclosures pursuant to requirements of Truth in Lending Act (hereinafter "TILA Account Disclosures"), as well as any subsequent notices of changes to these documents, and any and all documents that include your signature (including any electronic or digital signature) on any application, sales slip or other evidence of indebtedness on your account. In this Agreement the words "you," "your" and "yours" refer to each person who signs the application for the account (each, a "joint accountholder") and to anyone else who is authorized to use the account in any way (each, an "Authorized User"). Except as specifically stated herein, each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors, assigns, agents and/or authorized representatives. If the application for the account stated that the account will be a "Security Account," this means the funds you have deposited to us to secure your account. This Agreement and the Security Account Assignment Agreement (if applicable) do not apply to any other Capital One Bank account that you may have, either now or in the future, except as provided in the Arbitration Provision below. Unless you have entered into a Security Account Assignment Agreement with us, the account is unsecured. Except as provided in the Security Account Assignment Agreement (if applicable), this account is not secured by any other property, regardless of the terms of any other contract to which you and we are subject. We can delay enforcing any of our rights under this Agreement without losing them. The card is and remains our property, and you will surrender it to us at any time upon request.

Assignment. We may transfer your account, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable) and/or our rights under this Agreement to an assignee. The assignee will take our place under this Agreement, the Security Account (if applicable) and the Security Account Assignment Agreement (if applicable) with respect to the agreements and interests transferred. The assignee may or may not be an affiliate of Capital One Bank. You must pay the assignee and otherwise perform all of your obligations under those agreements. You may not transfer your account or your rights under this Agreement, the Security Account (if applicable) or the Security Account Assignment Agreement (if applicable) to any person or entity without our express prior written consent. Subject to the preceding sentence, this Agreement will be binding and inure to the benefit of you and our respective successors, assigns and representatives.

Using Your Account. You can make purchases and obtain cash advances (if cash advances are an option for your account) by using your card, account number and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. Additionally, you may request a stop payment on account access checks, but we reserve the right to charge you a fee for such services. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances. We may establish different segments for your account, such as a purchase segment, a cash advance segment and a special transfers segment. Each segment may be subject to terms and conditions that are different than those that are applicable to other segments.

Our liability, if any, for any wrongful dishonor of an account access check is limited to your actual damages and shall not include any consequential damages, and in no event will it exceed the amount of the check.

You agree not to use the card or account in connection with any Internet or illegal gambling transactions, but any Internet or illegal gambling transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable).

Your card and account may only be used for valid and lawful purposes. If you use, or authorize someone else to use, the card or account for any unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated ("MasterCard" or Visa USA, Inc. ("Visa," as applicable), or their successors for all amounts or expenses that we or they pay as a result of such unlawful or impermissible use. In any event, any unlawful or impermissible transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). You agree that we are not responsible if anyone refuses to honor your card or account.

If you had a prior credit card or other account with us, or such an account or balance of such an account was transferred to us or one of our affiliates, and you agreed to restate the balance of the prior account in the form of your new account, the new account will accrue finance charges from the date that the new account is opened.

Authorized users are not financially responsible for the account. An authorized user may use a credit card, can request certain account information and can request to be removed from the account. Subject to our discretion, an authorized user may not be able to initiate certain actions on the account. You agree to provide us with information identifying any persons you authorize to use your account, including their name, address, date of birth and other identifying information we may request.

Exchange Rate. If you make a transaction in currency other than U.S. dollars, VISA International or MasterCard International will convert the charge or credit into a U.S. dollar amount in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. VISA International's regulations and procedures provide that effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is either (1) a rate selected by VISA from the range of acceptable rates in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the applicable central processing date. MasterCard International's regulations and procedures provide the currency conversion rate it uses is either (1) a wholesale market rate or (2) a government mandated rate in effect on the day of the central processing date.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase certain items that we regard as "cash equivalent transactions." All cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include, without limitation, the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips and other similar products or services. Nothing in this paragraph will be interpreted to validate any transaction that is unlawful or impermissible.

Your Credit Limit. Your initial credit limit will be disclosed when your account is opened or activated. Either initially, or at any later time, we may establish different credit limits that apply to different segments of your account (such as purchases, cash advances and special transfers). Your current credit limits will be identified in your periodic statements. You agree not to allow the balance of your account (including all transactions, finance charges and other fees or charges), or the balance of the applicable segments of your account, to exceed the applicable credit limits. If you have been given the option to increase your credit limit by adding funds to your Security Account (if applicable), we reserve the right not to increase your credit limit if the additional funds are provided while your account is in default. We may increase or decrease your credit limits at any time without prior notice to you, may temporarily increase or decrease your credit limits at any time without prior notice to you, may limit the credit limit for cash advances or may take away your ability to obtain cash advances. We may honor transactions in excess of your

credit limit, even if those transactions result in an over limit fee, and those transactions and fees will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Any transactions honored in excess of your credit limit will not result in an increase of your credit limit unless we expressly notify you otherwise.

Additional Benefits and Services. From time to time, we may offer you benefits and services with your account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration Provision below, any such benefits and services are not a part of this Agreement and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the procedures or documents you receive. In addition, any such benefits or services offered to you in the most current version of the "Guide to Benefits" shall replace and supersede the benefits and services that had been offered to you in all previous versions of the "Guide to Benefits," without further notice. Except as provided by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Making Payments. You promise to pay us and are liable for all amounts due resulting from the authorized use of your card or account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a check, money order or other negotiable instrument (an "item") must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments and other credits and proceeds among the various segments of your account, and to charges and principal due within each segment, in any way we determine, including balances (including new transactions) with lower annual percentage rates ("APRs") before balances with higher APRs.

Payments you mail to us at the address for payment stated on your periodic statement will be credited to your account as of the business day we receive it, provided (1) you send the remittance coupon portion of your periodic statement and your check in the remittance envelope provided and (2) your payment is received in our processing center by the time indicated on your periodic statement. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday – Saturday, excluding holidays. Credit availability may be delayed in our sole discretion to ensure payment in good funds. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur late payment fees and additional finance charges, and may result in your account being declared to be in default.

Any minimum payment that is due will be stated in your periodic statement. You must pay at least the minimum payment due by the date stated in your periodic statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Capital One, P.O. Box 65010, Richmond, VA 23265-0100. You will not make payments from funds obtained from the account or any other credit account with us. If your payment is made to any other address, we may accept the payment without losing any of our rights.

When you send us check(s) to make payment on your account, you authorize us to make a one-time electronic transfer from your bank account for the amount of the check as indicated by numerical digits. This authorization applies to all check(s) received by us during the billing period even if sent by someone else, who you agree is your agent and was provided with these disclosures in advance. This authorization is not restricted by the date on the check and includes resubmissions. We will not be bound by any restrictive legend or condition appearing on the face or reverse side of the check. If we cannot process the electronic transfer, you authorize us to make a charge against your bank account by processing the check, substitute check, draft or similar instrument.

We may adjust your account as appropriate to correct errors, returned items, rejected debits and similar matters.

We may, in our sole discretion, offer an expedited payment service. You are not required to use this service. When you authorize us to process a demand draft, electronic ACH debit or other expedited payment method for your account, we may charge you an expedited payment fee in an amount disclosed to you at the time of the service. We are not responsible for any dishonor of the payment by your depository institution and may retain the fee in the event of such dishonor.

If you give your account number or other account information to another person to make a payment for you or to act on your behalf, you agree that we may discuss your account with that person and process the payment as if it were made by you. You further agree that you will be responsible for all consequences of payment or non-payment by such party, including expedited payment, return payment, late payment and over limit fees. We reserve the right to refuse to accept payment on your behalf or to permit another person to act on your behalf.

Periodic Statement. Each month that you have a credit or debit balance of more than \$1 in your account, we will send you a periodic statement as and when required by applicable law. The periodic statement will show all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge. You will be assessed finance charges as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law.

Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period without waiving the right to assess such finance charges in a future billing period.

Other Fees and Charges. The following fees will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit, unless otherwise specified, in every billing period in which they apply: (i) A late payment fee will be assessed if we do not receive your payment in time for it to be credited, as provided in this Agreement, by the date stated in your periodic statement; (ii) An over limit fee will be assessed if the balance of your account (or any segment of

your account) at any time during the billing cycle, for any reason, is greater than the applicable temporary or permanent credit limit, (regardless of whether you went over limit as a result of a transaction, finance charge or any other fee or charge, even if approved by us); (iii) a returned check fee will be assessed if we do not honor any account access check for any reason; (iv) copying charges for duplicate copies of transaction documentation or periodic statements will be assessed on a per-page basis, unless required for billing dispute resolution; (v) a returned payment fee will be assessed if, for any reason, (a) a check, draft or similar instrument is not honored or cannot be processed; or (b) an electronic debit is returned unpaid or cannot be processed. You authorize us to resubmit returned payments in our discretion. At our option, we may assess this fee each time your payment is not honored or paid, even if it is later honored or paid following resubmission. Any check, draft or similar instrument may be collected electronically if returned for insufficient or uncollected funds. We may charge any of these fees or charges, or add additional fees and charges, as provided below. We reserve the right to waive any of these fees without prior notification to you while maintaining our right to assess these fees going forward.

Cash Advance Fee. If cash advances are permitted for your account, a cash advance fee (finance charge) will be (i) assessed each time you obtain a cash advance or cash equivalent transaction, (ii) added to the cash advance segment of your account and (iii) applied against your available credit limit. The amount of the cash advance fee (finance charge) will be added to other finance charges shown on your periodic statement for the purpose of calculating the annual percentage rate for that billing period. This may cause the annual percentage rate disclosed for that billing period to be greater than the annual percentage rate disclosed to you.

Membership Fee. If applicable, a membership fee will be imposed in your first billing period, unless specifically stated otherwise. If the membership fee is assessed annually, it will be assessed in the billing period in which each anniversary of the opening of your account occurs. If the membership fee is assessed monthly, it will be assessed in each billing period. The fee will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit. The membership fee will not be refunded, in whole or in part, even if you or we cancel the account.

Transfer Fee. A fee will be assessed for each transfer of funds from your account to your Security Account if you request. The fee will be billed to the cash advance segment of your account and will be treated as a cash advance and applied against your available credit limit.

Foreign Transaction Charge. For each transaction made in a country other than the U.S. or U.S. Territories, we will assess you a finance charge as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law. The fee will be based on the U.S. dollar amount of the transaction.

Credit Bureau Information. You agree that we may obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Security Interest. The terms and conditions contained within this paragraph apply only if the application for the account stated that the account will be a secured account. You provided us with certain funds, which have been deposited in the Security Account. To secure payment of the balance of the account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement, you have transferred, assigned, pledged and granted to us a security interest in the Security Account, all funds contained in the Security Account, all proceeds of the foregoing and all proceeds of proceeds. This security interest includes, without limitation, the initial funds first were placed into the Security Account, any additional funds added to the Security Account by any person and any interest earned to or accrued on the Security Account. The terms of the security interest are set forth in the Security Account Assignment Agreement you executed. If (i) you default or fail to abide by any of the terms of this Agreement or the Security Account Assignment Agreement, (ii) you close your account or (iii) we cancel your account for any reason, we may then or thereafter, and without prior notice to you, exercise our security interest by deducting from your Security Account the balance due on your account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement. We may exercise this right to make such deductions from your Security Account periodically as we determine to be appropriate. Within sixty days after the date your account is closed, we will send all remaining funds in the Security Account to the person legally entitled to receive them.

Future Offers. The terms of any future offer relating to the account will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may, in our sole discretion, declare a default under this Agreement if: (a) we do not receive the full amount of any minimum payment on or before the date it is due, (b) you exceed any credit limit or (c) an item used to make payment on your account is not honored or cannot be processed, or an electronic debit to make payment on your account is returned unpaid or cannot be processed. To the extent permitted by applicable law, we may also, in our sole discretion, declare a default under this Agreement if: (1) you violate any of the other terms of this Agreement or Security Account Assignment Agreement (if applicable), (2) we have declared you to be in default under the terms of any other agreement with us or any of our affiliates, or (3) we determine that you made any false or misleading statements on your application for, or regarding the use of, the account, or otherwise attempted to defraud us, (4) bankruptcy or other insolvency proceedings are instituted by you or against you or (5) you die or are declared legally incompetent or incapacitated. At any time following any default under this Agreement (or after we give you any notice or right to cure the default, if required by applicable law), you will be subject to paying interest, finance charges and other fees pursuant to the terms of this Agreement, including any applicable default rate, even after any judgment is obtained. Additionally, we may, at our sole option, (x) limit or not allow you to make any new purchases or cash transactions on your account(s), (y) increase your minimum payment with such notice as may be required by applicable law or (z) subject to the limitations of applicable law, close your account(s) and demand immediate payment of the entire outstanding balance plus all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement.

To the extent permitted by applicable law, you agree to pay us all of our actual court costs, collection expenses and attorney's fees (whether paid to an attorney who is one of our employees or an attorney who is not one of our employees) incurred by us in the collection of any amount you owe us under this Agreement. You also agree to pay us all of our actual costs that we incur in relieving your name, including any costs we may incur by having your account placed on a restricted list. Nothing in this paragraph shall be construed to waive or impair our right to require arbitration in accordance with the Arbitration Provision below.

Account Closure and Suspension of Credit Privileges. (1) We may, at any time, with or without cause, with or without advance notice, and regardless of the existence or non-existence of a default under this Agreement, cancel the account and/or temporarily or permanently suspend your credit privileges under this Agreement. If we cancel the account, you agree to immediately destroy all cards and unused account access checks. (2) Your obligation to make payments and your other obligations under this Agreement will continue in full force and effect after the account is cancelled or your credit privileges are temporarily or permanently suspended. Cancellation of the account and/or temporary or permanent suspension of your credit privileges will not affect our security interest in your Security Account (if applicable) or our rights under the Security Account Assignment Agreement (if applicable). You can close your account by calling our Customer Relations department with the number found on the back of your credit card or, if different, the number stated in your periodic statement and requesting an account closure. You agree to destroy all cards and unused account access checks, cancel all preauthorized billing

arrangements and cease using your card and account. If you do not cancel all preauthorized billing arrangements, you and we will consider our receipt of a preauthorized debit to your account to constitute your authorization to reopen the account on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). Your account will not be closed until you pay all amounts you owe us under this Agreement and the Security Account Assignment Agreement (if applicable) including, without limitation, any purchase and cash advance transactions you have authorized, finance charges, late payment fees, over limit fees, returned check fees, returned payment fees, membership fees, cash advance fees, transfer fees, copying charges and any other fees charged to your account. You are responsible for these amounts whether they have been incurred at the time you request a closure of the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed and, if the account has already been closed, the account will be reopened on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). For example, if you authorize a purchase from a merchant and we receive the charge from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account and you will be responsible for payment under the terms of this Agreement and the Security Account Assignment Agreement (if applicable). The membership fee for your account will continue to be charged, to the extent permitted by applicable law, until the entire account balance has been paid in full, as described above. If the account is reopened, a new membership fee will be charged to the account as stated above.

If you, acting as the primary cardholder, want to terminate a joint accountholders or an authorized users access to the account, you must call our Customer Relations department and request that termination. Immediately thereafter, you agree to destroy that person's card(s) and destroy any unused account access checks in that person's possession. There may be a delay in the effective date of the termination of that person's access to the account. The account will be charged, and you and any joint accountholders will be responsible, for any charges through the use of the card or the account by the joint accountholder or authorized user that occur prior to the effective date of the termination even if the charges do not appear on the account until a later time. If you are unable to destroy the joint accountholders or authorized user's card(s) or to destroy the unused account access checks in that person's possession, and you call our Customer Relations department to close your account, your account will be closed in accordance with the preceding paragraph. Either you and/or the joint cardholder, if any, may apply for a new account.

Changes in Terms. We may add to, remove, amend or change any part or provision of this Agreement, including the annual percentage rate(s) and any charges, (including adding new provisions of the same or a different nature as the existing provisions in this Agreement) at any time. If we do so, we will give you notice of such amendment or change if required by Federal law or Virginia law (to the extent not preempted by Federal law) unless we had previously notified the customer that the account would be subject to such amendment or change without notice. Notice will be mailed to the last billing address indicated in our records for the account. However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice. Changes to the annual percentage rate(s) will apply to your existing account balance from the effective date of the change, whether or not the account balance induces transactions billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Governing Law. WE MAKE THE DECISION TO GRANT CREDIT, OPEN AN ACCOUNT AND ISSUE YOU A CREDIT CARD FROM OUR OFFICES IN VIRGINIA. This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the internal laws of the Commonwealth of Virginia to the rights and duties of the parties. This Agreement is made in Virginia. It will be governed only by Federal law and Virginia law (to the extent not preempted by Federal law). If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there, but the remaining parts will remain in effect.

Waivers. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor and any right you may have to require us to proceed against another party before proceeding against you. You also waive, to the extent permitted by applicable law, any statute of limitations defense for an additional period of time equal to the applicable limitations period.

Lost or Stolen Cards or Account Access Checks. If your card(s) or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number on the back of your credit card or, if different, the telephone number shown on the front of your periodic statements, or by writing us at Capital One, P.O. Box 85015, Richmond, VA 23285-5015. You will not be liable in any amount for unauthorized use of your cards or account access checks.

You agree to tell us at once if you change your name, address, telephone number or employment. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may release information to others regarding the status or history of your account as set forth in the Capital One Privacy Notice, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. We or our representatives may contact you from time to time regarding the account, or to ask for additional information about you or your experience with Capital One. You agree that such contacts are not unsolicited, are not limited except as expressly required by applicable law and may result from contact information you have provided or that is obtained from other sources. For example, we may contact you at your home or place of employment, during weekends or holidays, on your mobile telephone, voicemail or answering machine, and by email, fax, recorded message, text message or personal visit. Except as restricted by applicable law, we may monitor or record any calls we make or receive, suppress caller identification services and use an automated dialing and announcing device.

ARBITRATION. PLEASE SEE ENCLOSED "ARBITRATION PROVISION." PLEASE NOTE THAT THE TERMS INCLUDED IN THE ARBITRATION PROVISION ARE PART OF YOUR CUSTOMER AGREEMENT.

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ARBITRATION AGREEMENT

IMPORTANT: THIS ARBITRATION PROVISION IS A PART OF YOUR CUSTOMER AGREEMENT

US10-17-0305
M-75733

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for this Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definition shall apply in addition to the definitions set forth in your Customer Agreement ("Agreement"):

"Claim" means any claim, controversy or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- the Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation or termination of your account
- any disclosures, advertisements, promotions or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest or other charges assessed to your account, or their calculation
- any products, services or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts or coupons) whether or not we offered, introduced, sold or provided them
- our receipt, use or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance or wrongful acts or omissions of any type, whether negligent, reckless or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs or a trustee in bankruptcy)
- for which we may be directly or indirectly liable under any theory, including respondeat superior or agency (even if we are not properly named at the time the Claim is made)
- now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued
- made as part of a class action, private attorney general action, or other representative or collective action which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrator" or, collectively, "Administrators") will administer this arbitration:

JAMS
1920 Main St., Ste. 300
Irvine, CA 92614
www.jamsadr.com

American Arbitration Ass'n
335 Madison Ave., Floor 10
New York, NY 10017-4605
www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder and is not made as part of a class action, private attorney general action or other representative or collective action.

You and we must follow the rules of the Administrator to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23265-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have different billing addresses, we will

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations, but the validity and enforcement of any class action waiver is a question for a court of competent jurisdiction, not an arbitrator, to decide. The arbitrator may award any damages or other relief permitted by applicable substantive law (but will not have power to review the enforceability or severability of the paragraph "No Consolidation or Joinder of Parties" below), but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's Fees and the fees and costs relating to attorneys, experts and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate or otherwise bring Claims related to two or more accounts, individuals or accountholders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action or other representative or collective action in arbitration, nor may you or we pursue such actions in Court. If any party has elected arbitration, you will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim as to which arbitration has been elected.

Judgment, Enforcement, Finality and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure or changes of this Agreement, your account and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern. A photocopy or other image of this Agreement and related documents may be used in place of the originals for all purposes including litigation.

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ACCT-ID: 7748 CARD# 7748 STMT-TYPE: ENGLISH REWARDS: Y TPC: MP HOLD: 000 SAC-PGM: \$0.00
PREV-BALANCE: \$2,650.86 PYMTS&CREDITS: \$0.00 INTR CHRGs: \$60.43 TRANSACTIONS: \$60.43
NEW-BALANCE: \$2,711.29 MINIMUM PYMT: \$608.00 LATE FEE: \$39.00 DUE-DATE: 04/11/2010
CREDIT-LIMIT: 3000 CREDIT-AVAIL: 288.71 CASH-LIMIT: 3000 CASH-AVAIL: 3000
RPAY-TOTMTHS: 183 RPAY-TOTCOST: \$4,371.81 36MA-MTHPAY: \$88.24 36MA-TOTCOST: \$88.24
INTEREST-CTD: \$21.43 INTEREST-YTD: \$60.86 FEE-AMT-CTD: \$39.00 FEE-AMT-YTD: \$39.00
HIGH-LATEFEE: \$39.00 HIGH-PNLTY-APR: 29.40% OVERALL-APR: 0.00% CLOSE-DATE: 04/11/2010
OOB: N MISS-ADDR: N BK-HOLD: N BANKRUPTCY: N LEGAL: N CTC-CHG-IND: NEW: N EBP: N ARCH: N REASON: 00 HARDCOPY: 04 ACTIVE
WATCH: W0 CRED-RVK: PD CUR-PD: 07 CTC IND: INS: RETURN-MAIL: CLOSE: CHARGED-OFF: XFER: FRAUD: OL: 00
MULTI-IND: S PROV-ID: 000001 US PROF-CNTR: 0000000001 COB SERVICE-OWNER: 000011 Mainstreet OL-OPTIN-IND: INTEREST CHRGs
DANIEL J FLENTKE Purchases TBAL C/I BALANCE AMOUNT RATE CORR APR INTEREST CHRGs
17.08 0001 01 1,244.02 00.0490400 0017.900000000
4631 ROSA AVE Cash 0002 01 0.00 00.0682200 0024.900000000
0.00 SpecialTrans 0007 00 1,422.67 00.0109300 0003.990000000
4.35 SAINT LOUIS
MO 63116123531
US

TRANSACTION DATA SUMMARY
NAME: DANIEL J FLENTKE CUST TYPE: 0 PRINT AREA: 001 NUM OF CREDITS: 00000 AMT OF CREDITS: \$0.00
NUM OF PYMTS: 00000 AMT OF PYMTS: \$0.00
NO CREDIT TRANSACTIONS FOR THIS CYCLE CUST TYPE: 0 PRINT AREA: 020 NUM OF DEBITS: 00000 AMT OF DEBITS: \$0.00
NAME: DANIEL J FLENTKE CUST TYPE: 0 PRINT AREA: 070 NUM OF DEBITS: 00001 AMT OF DEBITS: \$39.00
TRANSDATE REFERENCE NUMBER MERCHANDT DESCRIPTION TRANS-AMOUNT POSTDATE C/D FC CARD NUMBER
03112010 PAST DUE FEE CUST TYPE: 0 PRINT AREA: 090 NUM OF DEBITS: 00002 AMT OF DEBITS: \$21.43
NAME: DANIEL J FLENTKE REFERENCE NUMBER MERCHANDT DESCRIPTION TRANS-AMOUNT POSTDATE C/D FC CARD NUMBER
03132010 INTEREST CHARGE: PURCHASES 17.08 03132010 D 7748
03132010 INTEREST CHARGE: SPECIAL T RANS 4.35 03132010 D 7748



Jun. 18 - Sep. 17, 2010

MASTERCARD PLATINUM

5178-0524-1630-7748

NEW BALANCE

\$2,765.16

PAYMENT DUE

\$2,765.16

DUE DATE

Past Due

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Available Credit: \$0.00

Previous Balance

\$2,738.51

Payments and Credits

\$0.00

Fees

\$0.00

Interest Charged

\$26.65

New Balance

\$2,765.16

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR DANIEL J FLENTKE #7748

FEES

Total Fees This Period \$0.00
Total Fees This Year \$117.00

INTEREST CHARGED

1 17 JUL INTEREST CHARGE \$8.69
2 17 AUG INTEREST CHARGE \$8.98
3 17 SEP INTEREST CHARGE \$8.98

Total Interest This Period \$26.65
Total Interest This Year \$114.73

Help is Available.
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	3.900%	\$2,711.05	\$26.65

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 5178052416307748 17 2765160000002765166



Account Number: 5178-0524-1630-7748

Due Date

Past Due

New Balance

\$2,765.16

Amount Enclosed

.

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

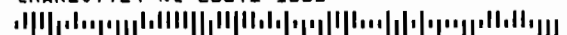
45686
0205

**Manage your
account online.**



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.
P.O. BOX 71083
CHARLOTTE, NC 28272-1083



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

KRAMER & FRANK, P.C.

9300 DIELMAN IND. DR., STE 100, ST. LOUIS, MO 63132-2205
PHONE: (314)991-1835, (800)288-5437

DIRECT DIAL: (314) 754-6186
DIRECT FAX: (314) 442-2186

October 14, 2010

Amount Enclosed: _____
Mail to:

#BWNGQPH
#SLFLEDACA5NL013#
DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

KRAMER & FRANK, P.C.
9300 DIELMAN IND. DR.
ST. LOUIS, MO 63132-2205

To ensure proper credit, please tear off and return this portion with your payment and include our file # on the check.

RE: CAPITAL ONE BANK USA NA
REF: DANIEL J FLENTKE - Account: XXXXXXXXXXXXX7748
Balance Due: \$2772.98
Refer to our file #: 92410655 Dept: NL

Dear Mr. Flentke:

Ignoring this debt will NOT make it go away. Your balance is \$2772.98 plus interest at 3.90%. Please cooperate with us and submit monthly payments or offer a lump sum settlement to resolve this matter.

Thank you.

PAY ONLINE: www.kfpay.com
To discuss this account, contact HEATHER KING , COLLECTION ADMINISTRATOR, at (314) 754-6186.

This communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

GOLDBERG LAW FIRM, LLC.

6901 Gravois Avenue, St. Louis, MO 63116

Licensed in:
Washington, D.C.
Missouri & Illinois

Phone: 314-771-1900
Fax: 314-771-1903

December 6, 2010

City of St. Louis Circuit Court
Circuit Clerk's Office
Civil Courts Building
Ten North Tucker Blvd
St. Louis, MO 63101

RE: Capital One Bank v. Daniel J. Flentke
Case No.: 1022-AC16368
Division 27

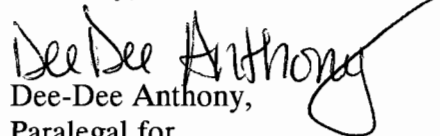
FILED
CIRCUIT CLERK'S OFFICE
HARRIS V. FAVAZZA
10 DEC -7 PM 9:54
PURCHASING

Dear Clerk and Staff:

Please file the enclosed Defendant, Daniel J. Flentke's, Entry of Appearance and Request for Continuance, in the above captioned matter on behalf of the Defendant. I have included an extra copy. Please file stamp same, and send in the SASE. Thank you.

GOLDBERG LAW FIRM, L.L.C.

Sincerely,



Dee-Dee Anthony,
Paralegal for,
Nathan H. Goldberg
Attorney at Law

Form **1040** U.S. Individual Income Tax Return **2009**

Department of the Treasury — Internal Revenue Service

(99) IRS Use Only — Do not write or staple in this space.

Label
(See instructions.)

Use the IRS label.
Otherwise, please print or type.

Presidential Election Campaign

For the year Jan 1 - Dec 31, 2009, or other tax year beginning , 2009, ending , 20		OMB No. 1545-0074
Your first name Daniel	MI J	Last name Flentke
Your social security number 490-72-9616		
If a joint return, spouse's first name	MI	Last name
Spouse's social security number		
Home address (number and street). If you have a P.O. box, see instructions. 4631 Rosa Ave		Apartment no.
City, town or post office. If you have a foreign address, see instructions. Saint Louis		State ZIP code MO 63116-0000
<input checked="" type="checkbox"/> Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions).		<input type="checkbox"/> You <input type="checkbox"/> Spouse

Filing Status

Check only one box.

1 <input checked="" type="checkbox"/> Single	4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here ▶
2 <input type="checkbox"/> Married filing jointly (even if only one had income)	
3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above & full name here. ▶	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)

Exemptions

If more than four dependents, see instructions and check here ☐

6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a.	Boxes checked on 6a and 6b 1																									
b <input type="checkbox"/> Spouse	No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs) Dependents on 6c not entered above Add numbers on lines above 1																									
c Dependents: <table border="1"> <thead> <tr> <th>(1) First name</th> <th>Last name</th> <th>(2) Dependent's social security number</th> <th>(3) Dependent's relationship to you</th> <th>(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td></tr> </tbody> </table>		(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)					<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>
(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)																						
				<input type="checkbox"/>																						
				<input type="checkbox"/>																						
				<input type="checkbox"/>																						
				<input type="checkbox"/>																						
d Total number of exemptions claimed 1																										

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	34,576.
8a Taxable interest. Attach Schedule B if required	8a	
b Tax-exempt interest. Do not include on line 8a	8b	
9a Ordinary dividends. Attach Schedule B if required	9a	
b Qualified dividends (see instrs)	9b	
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	616.
11 Alimony received.	11	
12 Business income or (loss). Attach Schedule C or C-EZ	12	
13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ▶ <input type="checkbox"/>	13	
14 Other gains or (losses). Attach Form 4797	14	
15a IRA distributions	15a	
b Taxable amount (see instrs)	15b	
16a Pensions and annuities	16a	
b Taxable amount (see instrs)	16b	
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18 Farm income or (loss). Attach Schedule F	18	
19 Unemployment compensation in excess of \$2,400 per recipient (see instructions)	19	
20a Social security benefits	20a	
b Taxable amount (see instrs)	20b	
21 Other income	21	
22 Add the amounts in the far right column for lines 7 through 21. This is your total income	22	35,192.

Adjusted Gross Income

23 Educator expenses (see instructions)	23	
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25 Health savings account deduction. Attach Form 8889	25	
26 Moving expenses. Attach Form 3903	26	
27 One-half of self-employment tax. Attach Schedule SE	27	
28 Self-employed SEP, SIMPLE, and qualified plans	28	
29 Self-employed health insurance deduction (see instructions)	29	
30 Penalty on early withdrawal of savings	30	
31a Alimony paid b Recipient's SSN. . . ▶	31a	
32 IRA deduction (see instructions)	32	
33 Student loan interest deduction (see instructions)	33	
34 Tuition and fees deduction. Attach Form 8917	34	
35 Domestic production activities deduction. Attach Form 8903	35	
36 Add lines 23 - 31a and 32 - 35	36	
37 Subtract line 36 from line 22. This is your adjusted gross income	37	35,192.

Tax and Credits**Standard Deduction for —**

• People who check any box on line 39a, 39b, or 40b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,700

Married filing jointly or Qualifying widow(er), \$11,400

Head of household, \$8,350

38 Amount from line 37 (adjusted gross income) **38** 35,192.

39a Check if: ☐ You were born before January 2, 1945, ☐ Blind. Total boxes checked **39 a** ☐
☐ Spouse was born before January 2, 1945, ☐ Blind. **39 b** ☐

b If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here **39 b** ☐

40a Itemized deductions (from Schedule A) or your standard deduction (see left margin) **40 a** 13,924.

b If you are increasing your standard deduction by certain real estate taxes, new motor vehicle taxes, or a net disaster loss, attach Schedule L and check here (see instructions). **40 b** ☐

41 Subtract line 40a from line 38 **41** 21,268.

42 Exemptions. If line 38 is \$125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply \$3,650 by the number on line 6d. Otherwise, see instructions **42** 3,650.

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- **43** 17,618.

44 Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 **44** 2,226.

b ☐ Form 4972 **45**

45 Alternative minimum tax (see instructions). Attach Form 6251 **45**

46 Add lines 44 and 45 **46** 2,226.

47 Foreign tax credit. Attach Form 1116 if required **47**

48 Credit for child and dependent care expenses. Attach Form 2441 **48**

49 Education credits from Form 8863, line 29 **49**

50 Retirement savings contributions credit. Attach Form 8880 **50**

51 Child tax credit (see instructions) **51**

52 Credits from Form: a ☐ 8396 b ☐ 8839 c ☐ 5695 **52**

53 Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ **53**

54 Add lines 47 through 53. These are your total credits **54**

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- **55** 2,226.

Other Taxes

56 Self-employment tax. Attach Schedule SE **56**

57 Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919 **57**

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required **58**

59 Additional taxes: a ☐ AEIC payments b ☐ Household employment taxes. Attach Schedule H **59**

60 Add lines 55-59. This is your total tax **60** 2,226.

Payments

If you have a qualifying child, attach Schedule EIC.

61 Federal income tax withheld from Forms W-2 and 1099 **61** 3,483.

62 2009 estimated tax payments and amount applied from 2008 return **62**

63 Making work pay and government retiree credit. Attach Schedule M **63** 400.

64a Earned income credit (EIC) **64 a**

b Nontaxable combat pay election **64 b**

65 Additional child tax credit. Attach Form 8812 **65**

66 Refundable education credit from Form 8863, line 16. **66**

67 First-time homebuyer credit. Attach Form 5405. **67**

68 Amount paid with request for extension to file (see instructions) **68**

69 Excess social security and tier 1 RRTA tax withheld (see instructions) **69**

70 Credits from Form: a ☐ 2439 b ☐ 4136 c ☐ 8801 d ☐ 8885 **70**

71 Add lns 61-63, 64a, & 65-70. These are your total pmts **71** 3,883.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d or Form 8888.

72 If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you overpaid **72** 1,657.

73a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here **73 a** 1,657.

b Routing number ☐ 081000210 c Type: ☒ Checking ☐ Savings

d Account number ☐ 7390449259

74 Amount of line 72 you want applied to your 2010 estimated tax **74**

Amount You Owe

75 Amount you owe. Subtract line 71 from line 60. For details on how to pay, see instructions **75**

76 Estimated tax penalty (see instructions) **76**

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name ☐ Phone no. ☐ Personal identification number (PIN) ☐

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature ☐ Date ☐ Your occupation ☐ Daytime phone number ☐

Spouse's signature. If a joint return, both must sign. ☐ Date ☐ Spouse's occupation ☐

Paid Preparer's Use Only

Preparer's signature ☐ Date ☐ Check if self-employed ☐ Preparer's SSN or PTIN ☐

Firm's name (or yours if self-employed), address, and ZIP code ☐ Self-Prepared ☐

EIN ☐

Phone no. ☐

SCHEDULE A
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Itemized Deductions**

OMB No. 1545-0074

2009Attachment
Sequence No. **07**▶ **Attach to Form 1040.**▶ **See Instructions for Schedule A (Form 1040).**

Name(s) shown on Form 1040

Daniel J Flentke

Your social security number

490-72-9616

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see instructions)	1	
2	Enter amount from Form 1040, line 38	2	
3	Multiply line 2 by 7.5% (.075).	3	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	
Taxes You Paid	5 State and local (check only one box):		
	a <input checked="" type="checkbox"/> Income taxes, or		
	b <input type="checkbox"/> General sales taxes	5	2,332.
	6 Real estate taxes (see instructions)	6	1,495.
	7 New motor vehicle taxes from line 11 of the worksheet on page 2. Skip this line if you checked box 5b	7	
(See instructions.)	8 Other taxes. List type and amount ▶ <u>Personal Property & Other taxes</u> 86.	8	86.
	9 Add lines 5 through 8	9	3,913.
Interest You Paid	10 Home mtg interest and points reported to you on Form 1098	10	9,297.
	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶ _____ _____ _____	11	
Note. Personal interest is not deductible.	12 Points not reported to you on Form 1098. See instrs for spl rules	12	
	13 Qualified mortgage insurance premiums (see instructions)	13	714.
	14 Investment interest. Attach Form 4952 if required. (See instrs.)	14	
	15 Add lines 10 through 14	15	10,011.
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16 Gifts by cash or check. If you made any gift of \$250 or more, see instrs	16	
	17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18 Carryover from prior year	18	
	19 Add lines 16 through 18	19	
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶ _____ _____	21	
	22 Tax preparation fees	22	
(See instructions.)	23 Other expenses — investment, safe deposit box, etc. List type and amount ▶ _____ _____	23	
	24 Add lines 21 through 23	24	
	25 Enter amount from Form 1040, line 38	25	
	26 Multiply line 25 by 2% (.02)	26	
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	
Other Miscellaneous Deductions	28 Other — from list in the instructions. List type and amount ▶ _____ _____	28	
Total Itemized Deductions	29 Is Form 1040, line 38, over \$166,800 (over \$83,400 if married filing separately)? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40a. <input type="checkbox"/> Yes. Your deduction may be limited. See instructions for the amount to enter.	29	13,924.
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ <input type="checkbox"/>		

SCHEDULE M
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

**Making Work Pay and Government
Retiree Credits**

▶ **Attach to Form 1040A, 1040, or 1040NR.**

▶ **See separate instructions.**

OMB No. 1545-0074

2009

Attachment
Sequence No. **166**

Name(s) shown on return

Daniel J Flentke

Your social security number

490-72-9616

1 a Important: See the instructions if you can be claimed as someone else's dependent or are filing Form 1040NR. Check the 'No' box below and see the instructions if (a) you have a net loss from a business, (b) you received a taxable scholarship or fellowship grant not reported on a Form W-2, (c) your wages include pay for work performed while an inmate in a penal institution, (d) you received a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, or (e) you are filing Form 2555 or 2555-EZ.

Do you (and your spouse if filing jointly) have 2009 wages of more than \$6,451 (\$12,903 if married filing jointly)?

☒ **Yes.** Skip lines 1a through 3. Enter \$400 (\$800 if married filing jointly) on line 4 and go to line 5.

☐ **No.** Enter your earned income (see instructions) **1 a**

b Nontaxable combat pay included on line 1a

(see instructions) **1 b**

2 Multiply line 1a by 6.2% (.062) **2**

3 Enter \$400 (\$800) if married filing jointly) **3**

4 Enter the **smaller** of line 2 or line 3 (unless you checked 'Yes' on line 1a). **4** 400.

5 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22. **5** 35,192.

6 Enter \$75,000 (\$150,000 if married filing jointly) **6** 75,000.

7 Is the amount on line 5 more than the amount on line 6?

☒ **No.** Skip line 8. Enter the amount from line 4 on line 9 below.

☐ **Yes.** Subtract line 6 from line 5 **7**

8 Multiply line 7 by 2% (.02) **8**

9 Subtract line 8 from line 4. If zero or less, enter -0- **9** 400.

10 Did you (or your spouse, if filing jointly) receive an economic recovery payment in 2009? You may have received this payment if you received social security benefits, supplemental security income, railroad retirement benefits, or veterans disability compensation or pension benefits (see instructions).

☒ **No.** Enter -0- on line 10 and go to line 11.

☐ **Yes.** Enter the total of the payments received by you (and your spouse, if filing jointly).
Do not enter more than \$250 (\$500 if married filing jointly) **10** 0.

11 Did you (or your spouse, if filing jointly) receive a pension or annuity in 2009 for services performed as an employee of the U.S. Government or any U.S. state or local government from work **not** covered by social security? Do not include any pension or annuity reported on Form W-2.

☒ **No.** Enter -0- on line 11 and go to line 12.

☐ **Yes.** • If you checked 'No' on line 10, enter \$250 (\$500 if married filing jointly and the answer on line 11 is 'Yes' for both spouses)
• If you checked 'Yes' on line 10, enter -0- (exception: enter \$250 if filing jointly and the spouse who received the pension or annuity did not receive an economic recovery payment described on line 10) **11** 0.

12 Add lines 10 and 11 **12** 0.

13 Subtract line 12 from line 9. If zero or less, enter -0- **13** 400.

14 **Making work pay and government retiree credits.** Add lines 11 and 13. Enter the result here and on Form 1040, line 63, Form 1040A, line 40; or Form 1040NR, line 60 **14** 400.

*If you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico, see instructions.

BAA For Paperwork Reduction Act Notice, see Form 1040A, 1040, or 1040NR instructions.

Schedule M (Form 1040A or 1040) 2009

- Keep for your records

Prior Year Taxes Paid In 2009 (If multiple states or localities, see Tax Help)		State	ID	Local	ID
21	Tax paid with 2008 extensions				
22	2008 estimated tax paid after 12/31/08				
23	Balance due paid with 2008 return			536 .	SL
24	Other (amended returns, installment payments, etc) . .			618 .	SL

Schedule A
Line 5

State and Local Tax Deduction Worksheet

2009

► Keep for your records

Name(s) Shown on Return
Daniel J Flentke

Social Security Number
490-72-9616

State and Local Income Taxes

State income taxes:		
1	State income tax withheld	1,178.
2	2009 state estimated taxes paid in 2009	
3	2008 state estimated taxes paid in 2009	
4	Amount paid with 2008 state application for extension	
5	Amount paid with 2008 state income tax return	
6	Overpayment on 2008 state income tax return applied to 2009 tax	
7	Other amounts paid in 2009 (amended returns, installment payments, etc.)	
8	State estimated tax from Schedule(s) K-1 (Form 1041)	
Local income taxes:		
9	Local income tax withheld	
10	2009 local estimated taxes paid in 2009	
11	2008 local estimated taxes paid in 2009	
12	Amount paid with 2008 local application for extension	
13	Amount paid with 2008 local income tax return	536.
14	Overpayment on 2008 local income tax return applied to 2009 tax	
15	Other amounts paid in 2009 (amended returns, installment payments, etc.)	618.
16	Local estimated tax from Schedule(s) K-1 (Form 1041)	
Other:		
17		
18	Total Add lines 1 through 17	2,332.
19	State and local refund allocated to 2009	
20	Nondeductible state income tax from line 28	
21	Total reductions Add lines 19 and 20.	
22	Total state and local income tax deduction Line 18 less line 21	2,332.

Nondeductible State Income Tax (Hawaii Only)

23	Nontaxable federal employee cost of living allowance	23	
24	Adjusted gross income	24	
25	Add lines 23 and 24	25	
26	Nondeductible percent. Line 23 divided by line 25	26	%
27	Hawaii state income tax included in line 18	27	
28	Nondeductible Hawaii state income tax. Multiply line 26 by line 27.	28	

Federal Carryover Worksheet

2009

► Keep for your records

Name(s) Shown on Return
Daniel J Flentke

Social Security Number
490-72-9616

2008 State and Local Income Tax Information (See Tax Help)

(a) State or Local ID	(b) Paid With Extension	(c) Estimates Pd After 12/31	(d) Total With- held/Pmts	(e) Paid With Return	(f) Total Over- payment	(g) Applied Amount
MO			1,404.		616.	
SL				536.		
Totals . .			1,404.	536.	616.	

Other Tax and Income Information

			2008	2009
1	Filing status	1	1 Single	1 Single
2	Number of exemptions for blind or over 65 (0 - 4).	2		
3	Itemized deductions after limitation.	3	13,739.	13,924.
4	Check box if required to itemize deductions	4	<input type="checkbox"/>	<input type="checkbox"/>
5	Adjusted gross income	5	38,593.	35,192.
6	Tax liability for Form 2210 or Form 2210-F	6	2,805.	1,826.
7	Alternative minimum tax.	7		
8	Federal overpayment applied to next year estimated tax.	8		

QuickZoom to the IRA Information Worksheet for IRA information ►

Excess Contributions

			2008	2009
9 a	Taxpayer's excess Archer MSA contributions as of 12/31	9 a		
b	Spouse's excess Archer MSA contributions as of 12/31	b		
10 a	Taxpayer's excess Coverdell ESA contributions as of 12/31.	10 a		
b	Spouse's excess Coverdell ESA contributions as of 12/31.	b		
11 a	Taxpayer's excess HSA contributions as of 12/31	11 a		
b	Spouse's excess HSA contributions as of 12/31	b		

Loss and Expense Carryovers

			2008	2009
12 a	Short-term capital loss.	12 a		
b	AMT Short-term capital loss	b		
13 a	Long-term capital loss	13 a		
b	AMT Long-term capital loss	b		
14 a	Net operating loss available to carry forward	14 a		
b	AMT Net operating loss available to carry forward	b		
15 a	Investment interest expense disallowed	15 a		
b	AMT Investment interest expense disallowed	b		
16	Nonrecaptured net Section 1231 losses from:	16 a		
	a 2009.	a		
	b 2008.	b		
	c 2007.	c		
	d 2006.	d		
	e 2005.	e		
	f 2004.	f		

Daniel J Flentke

490-72-9616

Charitable Contribution Carryovers

26	2008 Carryover of charitable contributions from:	Other Property		Capital Gain	
		(a) 50%	(b) 30%	(c) 30%	(d) 20%
a	2008				
b	2007				
c	2006				
d	2005				
e	2004				

27	2009 Carryover of charitable contributions from:	Other Property		Capital Gain	
		(a) 50%	(b) 30%	(c) 30%	(d) 20%
a	2009				
b	2008				
c	2007				
d	2006				
e	2005				

28 Amount overpaid less earned income credit. 1,758.

2008 State Capital Loss Carryovers (For users **not** transferring from the prior year)

State ID	Short-term Capital Loss for State	AMT Short-term Capital Loss for State	Long-term Capital Loss for State	AMT Long-term Capital Loss for State	Capital Loss (combined) for State	AMT Capital Loss (combined) for State

ELECTRONIC POSTMARK - CERTIFICATION OF ELECTRONIC FILING
TAXPAYER: Daniel J Flentke
PRIMARY SSN: 490-72-9616

FEDERAL RETURN SUBMITTED: January 29, 2010 05:50 PM PST
FEDERAL RETURN ACCEPTANCE DATE:

Your return was electronically transmitted on 01/29/2010

The Intuit Electronic Postmark shows the date and time Intuit received your federal tax return. The Intuit Electronic Postmark documents the filing date of your income tax return, and the electronic postmark information should be kept on file with your tax return and other tax-related documentation.

There are two important aspects of the Intuit Electronic Postmark:

1. THE INTUIT ELECTRONIC POSTMARK.

The electronic postmark shows the date and time Intuit received the federal return, and is deemed the filing date if the date of the electronic postmark is on or before the date prescribed for filing of the federal individual income tax return.

TIMELY FILING:

For your federal return to be considered filed on time, your return must be postmarked on or before midnight April 15, 2010. Intuit's electronic postmark is issued in the Pacific Time (PT) zone. If you are not filing in the PT zone, you will need to add or subtract hours from the Intuit Electronic Postmark time to determine your local postmark time. For example, if you are filing in the Eastern Time (ET) zone and you electronically file your return at 9 AM on April 15, 2010, your Intuit electronic postmark will indicate April 15, 2010, 6 AM. If your federal tax return is rejected, the IRS still considers it filed on time if the electronic postmark is on or before April 15, 2010, and a corrected return is submitted and accepted before April 20, 2010. If your return is submitted after April 20, 2010, a new time stamp is issued to reflect that your return was submitted after the IRS deadline and, consequently, is no longer considered to have been filed on time.

If you request an automatic six-month extension, your return must be electronically postmarked by midnight October 15, 2010. If your federal tax return is rejected, the IRS will still consider it filed on time if the electronic postmark is on or before October 15, 2010, and the corrected return is submitted and accepted by October 20, 2010.

2. THE ACCEPTANCE DATE.

Once the IRS accepts the electronically filed return, the acceptance date will be provided by the Intuit Electronic Filing Center. This date is proof that the IRS accepted the electronically filed return.

SMART WORKSHEET FOR: Consent to Use Tax Return Info

Customize Your Experience By Accepting This Agreement

We can customize your experience and show you all of your options, but the IRS requires us to ask your permission before we can determine your eligibility.

☒ **Show me all the options** - I don't want to miss anything

- OR -

Only show me these options:

☐ Different ways to receive my refund

☐ Different ways to pay my TurboTax fees

☐ Don't show me any options

SMART WORKSHEET FOR: Form 1040: Individual Tax Return

Tax Smart Worksheet

A	Tax	2,226.
	Check if from:	
1	Tax table	<input checked="" type="checkbox"/>
2	Tax Computation Worksheet (see instructions)	<input type="checkbox"/>
3	Schedule D Tax Worksheet	<input type="checkbox"/>
4	Qualified Dividends and Capital Gain Tax Worksheet	<input type="checkbox"/>
5	Schedule J	<input type="checkbox"/>
6	Form 8615	<input type="checkbox"/>
7	Foreign Earned Income Tax Worksheet	<input type="checkbox"/>
B	Additional tax from Form 8814	
C	Additional tax from Form 4972	
D	Tax from additional Form(s) 4972	
E	Recapture tax from Form 8863	
F	IRC Section 197(f)(9)(B)(ii) election for an additional tax	
G	Tax. Add lines A through F. Enter the result here and on line 44	2,226.

KEEP FOR YOUR RECORDS

SMART WORKSHEET FOR: Schedule A: Itemized Deductions

Qualified Mortgage Insurance Premiums Smart Worksheet	
A Qualified Mortgage Insurance Premiums	
1 Principal Residence - Enter the total premiums you paid in 2009 for qualified mortgage insurance for a contract entered into after 2006	714.
2 Qualified mortgage insurance premiums from Schedule E Worksheet	
3 Less qualified mortgage insurance premiums deducted on Form 8829	
4 Total qualified mortgage insurance premiums	714.
B Amount from Form 1040, line 38	35,192.
C \$100,000 (\$50,000 if married filing separately)	100,000.
D Is the amount on Line B more than the amount on line C?	
<input checked="" type="checkbox"/> No. The deduction is not limited. The amount from line A above goes on Schedule A, line 13.	
<input type="checkbox"/> Yes. Line C subtracted from line B. If the result is not a multiple of \$1,000 (\$500 if married filing separately), it is increased to the next multiple of \$1,000 (\$500 if married filing separately)..	
E Line D divided by \$10,000 (\$5,000 if married filing separately). The result is a decimal. If the result is 1.0 or more then 1.0.	
F Line A multiplied by line E.	
G Qualified mortgage insurance premiums deduction. Line F subtracted from line A. The result goes on Schedule A, line 13.	

SMART WORKSHEET FOR: Schedule M: Making Work Pay and Government Retiree Credits

Schedule M, Line 10 & 11 Smart Worksheet																							
	<table border="1"> <thead> <tr> <th colspan="4">TAXPAYER</th> <th colspan="4">SPOUSE</th> </tr> </thead> <tbody> <tr> <td>A Economic recovery payment received in 2009?</td> <td>Yes</td> <td>X</td> <td>No</td> <td>Yes</td> <td></td> <td>No</td> </tr> <tr> <td>B Government pension or annuity received in 2009?</td> <td>Yes</td> <td>X</td> <td>No</td> <td>Yes</td> <td></td> <td>No</td> </tr> </tbody> </table>	TAXPAYER				SPOUSE				A Economic recovery payment received in 2009?	Yes	X	No	Yes		No	B Government pension or annuity received in 2009?	Yes	X	No	Yes		No
TAXPAYER				SPOUSE																			
A Economic recovery payment received in 2009?	Yes	X	No	Yes		No																	
B Government pension or annuity received in 2009?	Yes	X	No	Yes		No																	

Electronic Filing Instructions for your 2009 Missouri Tax Return

Important: Your taxes are not finished until all required steps are completed.



Daniel J Flentke
4631 Rosa Ave
Saint Louis, MO 63116-0000

490-72-9616

Balance Due/Refund	Your Missouri state tax return (Form MO-1040) shows a refund due to you in the amount of \$506.00. Your tax refund should be direct deposited into your account within 8 to 14 days after your return is accepted. The account information you entered - Account Number: 7390449259 Routing Transit Number: 081000210.		
Where's My Refund?	Before you call the Missouri Department of Revenue with questions about your refund, give them 8 to 14 days processing time from the date your return is accepted. If then you have not received your refund, or the amount is not what you expected, contact the Missouri Department of Revenue directly at 573-751-3505.		
No Signature Document Needed	No signature form is required since you signed your return electronically.		
What You Need to Keep	Your Electronic Filing Instructions (this form) Printed copy of your state and federal returns EF Acknowledgement and General Info You must mail your city (Kansas City and St Louis) returns as they cannot be filed electronically		
2009 Missouri Tax Return Summary	Taxable Income	\$	14,949.00
	Total Tax	\$	672.00
	Total Payments/Credits	\$	1,178.00
	Amount to be Refunded	\$	506.00



MISSOURI DEPARTMENT OF REVENUE **2009 FORM MO-1040**
INDIVIDUAL INCOME TAX RTN — LONG FORM

FOR CALENDAR YEAR JAN 1 - DEC 31, 2009, OR FISCAL YEAR BEGINNING
2009, ENDING

AMENDED RETURN — CHECK HERE ☐

SOFTWARE
VENDOR CODE ▶ **030**

NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SPOUSE'S SOCIAL SECURITY NUMBER

490-72-9616

NAME (LAST) (FIRST) MI JR, SR

Flentke, Daniel J

SPOUSE'S (LAST) (FIRST) MI JR, SR

INCOME
2009

IN CARE OF NAME (ATTORNEY, EXECUTOR, PERSONAL REPRESENTATIVE, ETC)

COUNTY OF RESIDENCE SCHOOL DIST NO.

STCT

483

PRESENT ADDRESS (INCLUDE APARTMENT NUMBER OR RURAL ROUTE)

CITY, TOWN, OR POST OFFICE, STATE, AND ZIP CODE

4631 Rosa Ave

Saint Louis

MO 63116-0000

You may contribute to any one or all of the
trust funds on Line 45. See instructions for a
description of each trust fund, as well as trust
fund codes to enter on Line 45.



Children's



Veterans



Elderly
Home
Delivered
Meals



Missouri
National
Guard



Workers'
Memorial



Childhood
Lead
Testing



Missouri
Military
Family
Relief



General
Revenue



After
School
Retreat

PLEASE CHECK THE APPROPRIATE BOXES THAT APPLY TO YOURSELF OR YOUR SPOUSE AS OF DECEMBER 31, 2009

AGE 62 THROUGH 64

☐ YOURSELF

☐ SPOUSE

AGE 65 OR OLDER

☐ YOURSELF

☐ SPOUSE

BLIND

☐ YOURSELF

☐ SPOUSE

100% DISABLED

☐ YOURSELF











☐ SPOUSE

NON-OBLIGATED SPOUSE

☐ YOURSELF

☐ SPOUSE

		Yourself		Spouse		
INCOME	1	Federal adjusted gross income from your 2009 federal return (See worksheet)	1Y	35,192.00	1S	00
	2	Total additions (from Form MO-A, Part 1, Line 6)	2Y	00	2S	00
	3	Total income — Add Lines 1 and 2	3Y	35,192.00	3S	00
	4	Total subtractions (from Form MO-A, Part 1, Line 14)	4Y	616.00	4S	00
	5	Missouri adjusted gross income — Subtract Line 4 from Line 3	5Y	34,576.00	5S	00
	6	Total Missouri adjusted gross income — Add columns 5Y and 5S	6	34,576.00		
	7	Income percentages — Divide columns 5Y and 5S by total on Line 6. (Must equal 100%)	7Y	100 %	7S	%
EXEMPTIONS AND DEDUCTIONS	8	Pension and social security/social security disability exemption (from Form MO-A, Part 3)	8			00
	9	Mark your filing status box below and enter the appropriate exemption amount on Line 9 <input checked="" type="checkbox"/> A Single — \$2,100 (See Box B before checking.) <input type="checkbox"/> E Married filing separate (spouse NOT filing) — \$4,200 <input type="checkbox"/> B Claimed as a dependent on another person's federal tax return — \$0.00 <input type="checkbox"/> F Head of household — \$3,500 <input type="checkbox"/> C Married filing joint federal and combined Missouri — \$4,200 <input type="checkbox"/> G Qualifying widow(er) with dependent child — \$3,500 <input type="checkbox"/> D Married filing separate — \$2,100	9	2,100.00		
	10	Tax from federal return. (Do not enter federal income tax withheld.) • Federal Form 1040, Line 55 minus Lines 45, 63, 64a, 66, 67, and amounts from Forms 8801 and 8885 on Line 70 • Federal Form 1040A, Line 35 minus Line 40, 41a, 43, and any alternative minimum tax on Line 28 • Federal Form 1040EZ, Line 11 minus Line 8 and 9a	10	1,826.00		
	11	Other tax from federal return — Attach copy of your federal return (pages 1 and 2)	11	00		
	12	Total tax from federal return — Add Lines 10 and 11	12	1,826.00		
	13	Federal tax deduction — Enter amount from Line 12 not to exceed \$5,000 for individual filer; \$10,000 for combined filers.	13	1,826.00		
	14	Missouri standard deduction OR itemized deductions. Single or Married Filing Separate — \$5,700; Head of Household — \$8,350; Married Filing a Combined Return or Qualifying Widow(er) — \$11,400; If you are age 65 or older, blind, or claimed as a dependent, see your federal return or instructions. If you claimed an additional standard deduction or you are itemizing, see Form MO-A, Part 2, or Form MO-L	14	15,701.00		
	15	Number of dependents from Federal Form 1040 OR 1040A, Line 6c (DO NOT INCLUDE YOURSELF OR SPOUSE.)	15	00		
	16	Number of dependents on Line 15 who are 65 years of age or older and do not receive Medicaid or state funding (DO NOT INCLUDE YOURSELF OR SPOUSE.)	16	00		
	17	Long-term care insurance deduction	17	0.00		
	18	Health care sharing ministry deduction	18	00		
	19	Total deductions — Add Lines 8, 9, 13, 14, 15, 16, 17, and 18	19	19,627.00		
	20	Subtotal — Subtract Line 19 from Line 6	20	14,949.00		
	21	Multiply Line 20 by appropriate percentages (%) on Lines 7Y and 7S	21Y	14,949.00	21S	00
	22	Enterprise zone or rural empowerment zone income modification	22Y	00	22S	00
	23	Subtract Line 22 from Line 21. Enter here and on Line 24.	23Y	14,949.00	23S	00

		Yourself		Spouse		
TAX	24 Taxable income amount from Lines 23Y and 23S.	24Y	14,949.00	24S	00	
	25 Tax. (See tax table in the instructions.)	25Y	672.00	25S	00	
	26 Resident credit — Attach Form MO-CR and other states' income tax return(s). OR	26Y	00	26S	00	
	27 Missouri income percentage — Enter 100% unless you are completing Form MO-NRI. Attach Form MO-NRI and a copy of your federal return if less than 100%. Check the box if you or your spouse is a professional entertainer or a member of a professional athletic team. <input type="checkbox"/> YOURSELF <input type="checkbox"/> SPOUSE	27Y	100.000 %	27S	100.000 %	
	28 Balance — Subtract Line 26 from Line 25; OR Multiply Line 25 by percentage on Line 27	28Y	672.00	28S	0.00	
	29 Other taxes (Check box and attach federal form indicated.) <input type="checkbox"/> Lump sum distribution (Form 4972) <input type="checkbox"/> Recapture of low income housing credit (Form 8611)	29Y	00	29S	00	
30 Subtotal — Add Lines 28 and 29	30Y	672.00	30S	0.00		
31 Total tax — Add Lines 30Y and 30S	31	672.00				
PAYMENTS / CREDITS	32 MISSOURI tax withheld — Attach Form W-2(s) and/or Form 1099(s)	32	1,178.00			
	33 2009 Missouri estimated tax payments (include overpayment from 2008 applied to 2009)	33	00			
	34 Missouri tax payments for nonresident partners or S corporation shareholders — Attach Form MO-2NR	34	00			
	35 Missouri tax payments for nonresident entertainers — Attach Form MO-2ENT	35	00			
	36 Amount paid with Missouri extension of time to file (Form MO-60)	36	00			
	37 Miscellaneous tax credits (from Form MO-TC, Line 13) — Attach Form MO-TC	37	00			
	38 Property tax credit — Attach Form MO-PTS	38	00			
39 Total payments and credits. Add Lines 32 through 38.	39	1,178.00				
Skip Lines 40-42 if you are not filing an amended return.						
AMENDED RETURN	40 Amount paid on original return	40	00			
	41 Overpayment as shown (or adjusted) on original return	41	00			
	INDICATE REASON(S) FOR AMENDING:		MM/DD/YY			
	<input type="checkbox"/> A Federal audit. Enter date of IRS report					
	<input type="checkbox"/> B Net operating loss carryback Enter year of loss					
	<input type="checkbox"/> C Investment tax credit carryback Enter year of credit					
	<input type="checkbox"/> D Correction other than A, B, or C Enter date of federal amended return, if filed					
	42 Amended Return — total payments and credits. Add Line 40 to Line 39 or subtract Line 41 from Line 39	42	00			
REFUND OR AMOUNT DUE	43 If Line 39, or if amended return, Line 42, is larger than Line 31, enter difference (amount of OVERPAYMENT) here	43	506.00			
	44 Amount of Line 43 to be applied to your 2010 estimated tax	44	00			
	45 Enter the amount of your donation in the trust fund boxes to the right. See instructions for trust fund codes	45				
	         					
	46 Overpayment to be refunded to you. Subtract Lines 44 and 45 from Line 43 and enter here. Sign below and mail return to: Department of Revenue, P.O. Box 3222, Jefferson City, MO 65105-3222 REFUND	46	506.00			
	47 If Line 31 is larger than Line 39 or Line 42, enter the difference (amount of UNDERPAYMENT) here	47	00			
	48 Underpayment of estimated tax penalty — Attach Form MO-2210. Enter penalty amount here	48	00			
49 Total amount due — Add Lines 47 and 48 and enter here. Sign below and mail return and payment to: Department of Revenue, P.O. Box 3370, Jefferson City, MO 65105-3370. Please write your social security number(s) and daytime phone number on your check or money order (U.S. funds only). Make payable to Missouri Department of Revenue. AMOUNT YOU OWE	49	00				
If you pay by check, you authorize the Department of Revenue to process the check electronically. Any check returned unpaid may be presented again electronically.						
SIGNATURE	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which he/she has any knowledge. As provided in Chapter 143, RSMo, a penalty of up to \$500 shall be imposed on any individual who files a frivolous return. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.					
	I authorize the Director of Revenue or delegate to discuss my return and attachments with the preparer or any member of the preparer's firm <input type="checkbox"/> YES <input type="checkbox"/> NO		E-MAIL ADDRESS		PREPARER'S TELEPHONE	
	SIGNATURE	DATE	PREPARER'S SIGNATURE		FEIN, SSN, OR PTIN	
	SPOUSE'S SIG (If filing combined, BOTH must sign)		DAYTIME TELEPHONE	PREPARER'S ADDRESS AND ZIP CODE		DATE



MISSOURI DEPARTMENT OF REVENUE
**INDIVIDUAL INCOME
TAX ADJUSTMENTS**

2009
FORM
MO-A

Attachment Sequence No. 1040-01

**ATTACH TO FORM MO-1040. ATTACH A COPY OF YOUR
FEDERAL RETURN. See instructions to assist you in
completing this form.**

LAST NAME, FIRST NAME AND INITIAL

Flentke, Daniel J

SOCIAL SECURITY NUMBER

490-72-9616

SPOUSE'S LAST NAME, FIRST NAME AND INITIAL

SPOUSE'S SOCIAL SECURITY NUMBER

PART 1 – MISSOURI MODIFICATIONS TO FEDERAL ADJUSTED GROSS INCOME (SEE INSTRUCTIONS).

ADDITIONS

	Y – YOURSELF	S – SPOUSE
1 Interest on state and local obligations other than Missouri source	1Y 00	1S 00
<input type="checkbox"/> Partnership; <input type="checkbox"/> Fiduciary; <input type="checkbox"/> S corporation; <input type="checkbox"/> Net Operating Loss (Carryback/Carryforward);		
2 <input type="checkbox"/> Other (description)	2Y 00	2S 00
3 Nonqualified distribution received from a qualified 529 plan (higher education savings program) withdrawn early or not used for qualified higher education expenses	3Y 00	3S 00
4 Food Pantry contributions included on federal Schedule A	4Y 00	4S 00
5 Nonresident Property Tax	5Y 00	5S 00
6 TOTAL ADDITIONS – Add Lines 1, 2, 3, 4, and 5. Enter here and on Form MO-1040, Line 2	6Y 00	6S 00

SUBTRACTIONS

7 Interest from exempt federal obligations included in federal adjusted gross income (reduced by related expenses if expenses were over \$500). Attach a detailed list or all Federal Form 1099(s).	7Y 00	7S 00
8 Any state income tax refund included in federal adjusted gross income	8Y 616.00	8S 00
9 <input type="checkbox"/> Partnership; <input type="checkbox"/> Fiduciary; <input type="checkbox"/> S corporation; <input type="checkbox"/> RR retirement benefits; <input type="checkbox"/> Net Opt Loss; <input type="checkbox"/> Military (nonresident); <input type="checkbox"/> Build America and Recovery Zone Bond Interest <input type="checkbox"/> Combat pay included in federal adjusted <input type="checkbox"/> MO Public-Private Transportation Act gross income; <input type="checkbox"/> Other (description) Attach supporting documentation	9Y 00	9S 00
10 Exempt contributions made to a qualified 529 plan (higher education savings program)	10Y 00	10S 00
11 Qualified Health Insurance Premiums	11Y 00	11S 00
12 Missouri depreciation adjustment (Section 143.121, RSMo) <input type="checkbox"/> Sold or disposed property previously taken as addition modification.	12Y 00	12S 00
13 Home Energy Audit Expenses	13Y 00	13S 00
14 TOTAL SUBTRACTIONS – Add Lines 7, 8, 9, 10, 11, 12 and 13. Enter here and on Form MO-1040, Line 4	14Y 616.00	14S 00

PART 2 – MISSOURI ITEMIZED DEDUCTIONS – Complete this section only if you itemize deductions on your federal return.

Attach a copy of your federal Form 1040 (pages 1 and 2) and federal Schedule A.

1 Total federal itemized deductions from federal Form 1040, Line 40a	1 13,924.00
2 2009 (FICA) – yourself – Social security \$ 2,896. + Medicare \$ 677.	2 3,573.00
3 2009 (FICA) – spouse – Social security \$ + Medicare \$	3 00
4 2009 Railroad retirement tax – yourself (Tier I and Tier II) \$ + Medicare \$	4 00
5 2009 Railroad retirement tax – spouse (Tier I and Tier II) \$ + Medicare \$	5 00
6 2009 Self-employment tax – Amount from federal Form 1040, Line 27	6 00
7 TOTAL – Add Lines 1 through 6	7 17,497.00
8 State and local income taxes – See instructions	8 2,332.00
9 Earnings taxes included in Line 8	9 536.00
10 Net state income taxes – Subtract Line 9 from Line 8 or enter Line 8 from the worksheet below	10 1,796.00
11 MISSOURI ITEMIZED DEDUCTIONS – Subtract Line 10 from Line 7. Enter here and on Form MO-1040, Line 14	11 15,701.00

NOTE: IF LINE 11 IS LESS THAN YOUR FEDERAL STANDARD DEDUCTION, SEE INSTRUCTIONS.

STATE WORKSHEET FOR PART 2	Complete this worksheet only if your federal adjusted gross income from federal Form 1040, Line 37 is more than \$166,800 (\$83,400 if married filing separate). If your federal adjusted gross income is less than or equal to these amounts, do not complete this worksheet. Attach a copy of your federal Itemized Deduction Worksheet (in the federal Schedule A instructions).	
	1 Enter amount from federal Itemized Deduction Worksheet, Line 3 (see the federal Schedule A instructions.) If \$0 or less, enter '0'	1 00
	2 Enter amount from federal Itemized Deduction Worksheet, Line 11 (see federal Schedule A instructions.)	2 00
	3 State and local income taxes from federal Form 1040, Schedule A, Line 5	3 00
	4 Earnings taxes included on federal Form 1040, Schedule A, Line 5	4 00
	5 Subtract Line 4 from Line 3	5 00
	6 Divide Line 5 by Line 1	6 %
	7 Multiply Line 2 by Line 6	7 00
	8 Subtract Line 7 from Line 5. Enter here and on Form MO-A, Part 2, Line 10	8 00

For Privacy Notice, see instructions.

IF YOU CLAIM A PENSION OR SOCIAL SECURITY/SOCIAL SECURITY DISABILITY EXEMPTION, YOU MUST ATTACH A COPY OF YOUR FEDERAL RETURN (PAGES 1 AND 2) AND 1099-R(S), AND/OR SSA-1099(S).

PART 3**PUBLIC PENSION CALCULATION — Public pensions are pensions received from any federal, state, or local government.**

SECTION A	1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6	1	34,576.00		
	2	Enter your taxable SS benefits from fed Form 1040A, Ln 14b or fed Form 1040, Ln 20b	2	0.00		
	3	Subtract Line 2 from Line 1	3	34,576.00		
	4	Select the appropriate filing status and enter amount on Ln 4. Married filing combined — \$100,000; Single, Head of Household, Married Filing Separate, and Qualifying Widow — \$85,000	4	85,000.00		
	5	Subtract Ln 4 from Ln 3 and enter on Ln 5. If Ln 4 is greater than Ln 3, enter \$0	5	0.00		
			Y — YOURSELF	S — SPOUSE		
	6	Enter taxable pension for each spouse from public sources from federal Form 1040A, Ln 12b or federal Form 1040, Ln 16b (public pensions and pensions from other than private sources)	6 Y	0.00	6 S	0.00
	7	Multiply Line 6 by 50%	7 Y	0.00	7 S	0.00
	8	If amount on Line 7 is greater than \$33,703 (maximum social security benefit) enter \$33,703. If amount on Line 7 is less than \$33,703, enter amount from Line 7	8 Y	0.00	8 S	0.00
	9	Enter the amount from Line 6 or \$6,000, whichever is less	9 Y	0.00	9 S	0.00
	10	Enter the amount from Line 8 or Line 9, whichever is greater	10 Y	0.00	10 S	0.00
	11	If you received taxable social security and are claiming a SS exemption, complete Lns 1 through 8 of Part 3 of the MO-A, Section C (SS or SS disability calcn) and enter the amt(s) from Ln(s) 6y and 6s here. See ins if Ln 3 of Section C is more than \$0	11 Y	0.00	11 S	0.00
	12	Subtract Line 11 from Line 10. If Line 11 is greater than Line 10, enter \$0	12 Y	0.00	12 S	0.00
	13	Add amounts on Lines 12Y and 12S	13	0.00		
14	Total Public Pension, sub Ln 5, from Ln 13. If Ln 5 is greater than Ln 13, enter \$0	14	0.00			

PRIVATE PENSION CALCULATION — Private pensions are annuities, pensions, 401(K) plans, deferred compensation plans, self-employed retirement plans, and IRA's funded by a private source.

SECTION B	1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6	1	34,576.00		
	2	Enter your taxable SS benefits from fed Form 1040A, Ln 14b or fed Form 1040, Ln 20b	2	0.00		
	3	Subtract Line 2 from Line 1	3	34,576.00		
	4	Select the appropriate filing status and enter the amount on Line 4: Married filing combined: \$32,000; Single, Head of Household and Qualifying Widow: \$25,000; Married Filing Separate: \$16,000	4	25,000.00		
	5	Subtract Line 4 from Line 3. If Line 4 is greater than Line 3, enter \$0	5	9,576.00		
			Y — YOURSELF	S — SPOUSE		
	6	Enter taxable pension for each spouse from private sources from federal Form 1040A, Line 11b and 12b, or federal Form 1040, Line 15b and 16b	6 Y	0.00	6 S	0.00
	7	Enter the amounts from Line 6Y and 6S or \$6,000, whichever is less	7 Y	0.00	7 S	0.00
	8	Add Lines 7Y and 7S	8	0.00		
9	Total private pension, sub Ln 5 from Ln 8. If Ln 5 is greater than Ln 8, enter \$0	9	0.00			

SOCIAL SECURITY OR SOCIAL SECURITY DISABILITY CALCULATION — To be eligible for social security deduction you must be 62 years of age by December 31 and have marked the 62 and older box on page 1 of Form MO-1040. Age limit does not apply to social security disability deduction.

SECTION C	1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6	1	34,576.00		
	2	Select the appropriate filing status and enter the amount on Line 2. Married filing combined — \$100,000 Single, Head of Household, Married Filing Separate, and Qualifying Widow — \$85,000	2	85,000.00		
	3	Subtract Ln 2 from Ln 1 and enter on Ln 3. If Line 2 is greater than Ln 1, enter \$0	3	0.00		
			Y — YOURSELF	S — SPOUSE		
	4	Enter taxable social security benefits for each spouse from federal Form 1040A, Line 14b or federal Form 1040, Line 20b	4 Y	0.00	4 S	0.00
	5	Enter taxable social security disability benefits for each spouse from federal Form 1040A, Line 14b or federal Form 1040, Line 20b	5 Y	0.00	5 S	0.00
	6	Multiply Line 4 or Line 5 by 50%	6 Y	0.00	6 S	0.00
	7	Add Lines 6Y and 6S	7	0.00		
8	Total social security/social security disability, subtract Line 3 from Line 7. If Line 3 is greater than Line 7, enter \$0	8	0.00			

TOTAL PENSION AND SOCIAL SECURITY/SOCIAL SECURITY DISABILITY EXEMPTION

Total Pension Exemption and Social Security / Social Security Disability Exemption. Add Line 14 (Section A), Line 9 (Section B), and Line 8 (Section C) and enter here and on Form MO-1040, Line 8	TOTAL EXEMPTION	0.00
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Label (See instructions.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign	For the year Jan 1 - Dec 31, 2009, or other tax year beginning , 2009, ending , 20		OMB No. 1545-0074	
	Your first name Daniel	MI J	Last name Flentke	Your social security number 490-72-9616
	If a joint return, spouse's first name MI Last name			Spouse's social security number
	Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 4631 Rosa Ave			You must enter your social security number(s) above. ▲ Checking a box below will not change your tax or refund.
City, town or post office. If you have a foreign address, see instructions. State ZIP code Saint Louis MO 63116-0000				
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions) <input type="checkbox"/> You <input type="checkbox"/> Spouse				

Filing Status

1 <input checked="" type="checkbox"/> Single 2 <input type="checkbox"/> Married filing jointly (even if only one had income) 3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above & full name here.	4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)
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Check only one box.

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a.

b ☐ **Spouse.**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)	No. of children on 6c who: • lived with you . . . • did not live with you due to divorce or separation (see instrs) . . Dependents on 6c not entered above .
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	

d Total number of exemptions claimed **1**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	34,576.
8a Taxable interest. Attach Schedule B if required	8a	
b Tax-exempt interest. Do not include on line 8a	8b	
9a Ordinary dividends. Attach Schedule B if required	9a	
b Qualified dividends (see instrs)	9b	
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	616.
11 Alimony received.	11	
12 Business income or (loss). Attach Schedule C or C-EZ.	12	
13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here	13	
14 Other gains or (losses). Attach Form 4797	14	
15a IRA distributions	15a	
b Taxable amount (see instrs)	15b	
16a Pensions and annuities	16a	
b Taxable amount (see instrs)	16b	
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18 Farm income or (loss). Attach Schedule F	18	
19 Unemployment compensation in excess of \$2,400 per recipient (see instructions)	19	
20a Social security benefits	20a	
b Taxable amount (see instrs)	20b	
21 Other income	21	
22 Add the amounts in the far right column for lines 7 through 21. This is your total income	22	35,192.

Adjusted Gross Income

23 Educator expenses (see instructions)	23	
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25 Health savings account deduction. Attach Form 8889	25	
26 Moving expenses. Attach Form 3903.	26	
27 One-half of self-employment tax. Attach Schedule SE	27	
28 Self-employed SEP, SIMPLE, and qualified plans	28	
29 Self-employed health insurance deduction (see instructions)	29	
30 Penalty on early withdrawal of savings	30	
31a Alimony paid b Recipient's SSN	31a	
32 IRA deduction (see instructions)	32	
33 Student loan interest deduction (see instructions)	33	
34 Tuition and fees deduction. Attach Form 8917	34	
35 Domestic production activities deduction. Attach Form 8903.	35	
36 Add lines 23 - 31a and 32 - 35.	36	
37 Subtract line 36 from line 22. This is your adjusted gross income	37	35,192.

Tax and Credits**Standard Deduction for —**

• People who check any box on line 39a, 39b, or 40b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,700

Married filing jointly or Qualifying widow(er), \$11,400

Head of household, \$8,350

38	Amount from line 37 (adjusted gross income)	38	35,192.
39a	Check <input type="checkbox"/> You were born before January 2, 1945, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 39a		
	if: <input type="checkbox"/> Spouse was born before January 2, 1945, <input type="checkbox"/> Blind. 39b		
40a	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40a	13,924.
41	Subtract line 40a from line 38	41	21,268.
42	Exemptions. If line 38 is \$125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply \$3,650 by the number on line 6d. Otherwise, see instructions	42	3,650.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	17,618.
44	Tax (see instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	2,226.
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Add lines 44 and 45	46	2,226.
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Education credits from Form 8863, line 29	49	
50	Retirement savings contributions credit. Attach Form 8880	50	
51	Child tax credit (see instructions)	51	
52	Credits from Form: a <input type="checkbox"/> 8396 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 5695	52	
53	Other crs from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	53	
54	Add lines 47 through 53. These are your total credits	54	
55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	55	2,226.

Other Taxes

56	Self-employment tax. Attach Schedule SE	56	
57	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	57	
58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
59	Additional taxes: a <input type="checkbox"/> AEIC payments b <input type="checkbox"/> Household employment taxes. Attach Schedule H	59	
60	Add lines 55-59. This is your total tax	60	2,226.

Payments

If you have a qualifying child, attach Schedule EIC.

61	Federal income tax withheld from Forms W-2 and 1099	61	3,483.
62	2009 estimated tax payments and amount applied from 2008 return	62	
63	Making work pay and government retiree credit. Attach Schedule M	63	400.
64a	Earned income credit (EIC)	64a	
	b Nontaxable combat pay election <input type="checkbox"/> 64b		
65	Additional child tax credit. Attach Form 8812	65	
66	Refundable education credit from Form 8863, line 16.	66	
67	First-time homebuyer credit. Attach Form 5405.	67	
68	Amount paid with request for extension to file (see instructions)	68	
69	Excess social security and tier 1 RRTA tax withheld (see instructions)	69	
70	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 4136 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885	70	
71	Add lines 61-63, 64a, & 65-70. These are your total pmts	71	3,883.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d or Form 8888.

72	If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you overpaid	72	1,657.
73a	Amount of line 72 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	73a	1,657.
	b Routing number 081000210 c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d Account number 7390449259		
74	Amount of line 72 you want applied to your 2010 estimated tax	74	

Amount You Owe

75	Amount you owe. Subtract line 71 from line 60. For details on how to pay, see instructions	75	
76	Estimated tax penalty (see instructions)	76	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name	Phone no.	Personal identification number (PIN)
-----------------	-----------	--------------------------------------

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	Self-Prepared		EIN
			Phone no.

SCHEDULE A
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Itemized Deductions**

OMB No. 1545-0074

2009Attachment
Sequence No. **07**▶ **Attach to Form 1040.**▶ **See Instructions for Schedule A (Form 1040).**

Name(s) shown on Form 1040

Your social security number

Daniel J Flentke

490-72-9616

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38	2		
	3	Multiply line 2 by 7.5% (.075).	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4		
Taxes You Paid (See instructions.)	5 State and local (check only one box):				
	a	<input checked="" type="checkbox"/> Income taxes, or			
	b	<input type="checkbox"/> General sales taxes	5	2,332.	
	6	Real estate taxes (see instructions)	6	1,495.	
	7	New motor vehicle taxes from line 11 of the worksheet on page 2. Skip this line if you checked box 5b	7		
	8	Other taxes. List type and amount ▶ Personal Property & Other taxes 86.	8	86.	
	9	Add lines 5 through 8	9	3,913.	
	Interest You Paid	10	Home mtg interest and points reported to you on Form 1098	10	9,297.
		11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶ ----- ----- ----- ----- -----	11	
12		Points not reported to you on Form 1098. See instrs for spcl rules	12		
13		Qualified mortgage insurance premiums (see instructions)	13	714.	
14		Investment interest. Attach Form 4952 if required. (See instrs.)	14		
15		Add lines 10 through 14	15	10,011.	
Gifts to Charity If you made a gift and got a benefit for it, see instructions.		16	Gifts by cash or check. If you made any gift of \$250 or more, see instrs	16	
		17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18		
	19	Add lines 16 through 18	19		
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20		
Job Expenses and Certain Miscellaneous Deductions (See instructions.)	21	Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶ -----	21		
	22	Tax preparation fees	22		
	23	Other expenses — investment, safe deposit box, etc. List type and amount ▶ -----	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38	25		
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27		
Other Miscellaneous Deductions	28	Other — from list in the instructions. List type and amount ▶ -----	28		
Total Itemized Deductions	29	Is Form 1040, line 38, over \$166,800 (over \$83,400 if married filing separately)? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40a. <input type="checkbox"/> Yes. Your deduction may be limited. See instructions for the amount to enter.	29	13,924.	
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ <input type="checkbox"/>			

**Worksheet
for Line 7 —
New motor
vehicle
taxes****Before you begin:**

- ✓ You cannot take this deduction if the amount on Form 1040, line 38, is equal to or greater than \$135,000 (\$260,000 if married filing jointly).
 ✓ See the instructions for line 7.

Use this worksheet to figure the amount to enter on line 7.

(Keep a copy for your records.)

1	Enter the state and local sales and excise taxes you paid in 2009 for the purchase of any new motor vehicle(s) after February 16, 2009	1		
2	Enter the purchase price (before taxes) of the new motor vehicle(s)	2		
3	Is the amount on line 2 more than \$49,500? <input checked="" type="checkbox"/> No. Enter the amount from line 1. <input type="checkbox"/> Yes. Figure the portion of the tax from line 1 that is attributable to the first \$49,500 of the purchase price of each new motor vehicle and enter it here (see instructions).]			3
4	Enter the amount from Form 1040, line 38	4	35,192.	
5	Enter the total of any — • Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15, and • Exclusion of income from Puerto Rico]	5		
6	Add lines 4 and 5	6	35,192.	
7	Enter \$125,000 (\$250,000 if married filing jointly).	7	125,000.	
8	Is the amount on line 6 more than the amount on line 7? <input checked="" type="checkbox"/> No. Enter the amount from line 3 above on Schedule A, line 7. Do not complete the rest of this worksheet. <input type="checkbox"/> Yes. Subtract line 7 from line 6	8		
9	Divide the amount on line 8 by \$10,000. Enter the result as a decimal (rounded to at least three places). If the result is 1.000 or more, enter 1.000	9		
10	Multiply line 3 by line 9			10
11	Deduction for new motor vehicle taxes. Subtract line 10 from line 3. Enter the result here and on Schedule A, line 7			11

Schedule A (Form 1040) 2009

Label (See instructions.)	For the year Jan 1 - Dec 31, 2008, or other tax year beginning , 2008, ending , 20		OMB No. 1545-0074	
	Your first name Daniel	MI J	Last name Flentke	Your social security number 490-72-9616
	If a joint return, spouse's first name MI Last name			Spouse's social security number
	Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 4631 Rosa Ave			You must enter your social security number(s) above. ▲
City, town or post office. If you have a foreign address, see instructions. State ZIP code Saint Louis MO 63116-0000				
Presidential Election Campaign	<input checked="" type="checkbox"/> Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions). <input type="checkbox"/> You <input type="checkbox"/> Spouse			

Filing Status

1 <input checked="" type="checkbox"/> Single	4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here ▶
2 <input type="checkbox"/> Married filing jointly (even if only one had income)	
3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above & full name here. ▶	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)

Check only one box.

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a.

b ☐ **Spouse.**

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

If more than four dependents, see instructions.

d Total number of exemptions claimed. **1**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	37,919.
8a Taxable interest. Attach Schedule B if required	8a	
b Tax-exempt interest. Do not include on line 8a	8b	
9a Ordinary dividends. Attach Schedule B if required	9a	
b Qualified dividends (see instrs)	9b	
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	674.
11 Alimony received.	11	
12 Business income or (loss). Attach Schedule C or C-EZ	12	
13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here	13	
14 Other gains or (losses). Attach Form 4797	14	
15a IRA distributions 15a	b Taxable amount (see instrs)	15b
16a Pensions and annuities 16a	b Taxable amount (see instrs)	16b
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18 Farm income or (loss). Attach Schedule F	18	
19 Unemployment compensation	19	
20a Social security benefits 20a	b Taxable amount (see instrs)	20b
21 Other income	21	
22 Add the amounts in the far right column for lines 7 through 21. This is your total income.	22	38,593.

Adjusted Gross Income

23 Educator expenses (see instructions)	23	
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25 Health savings account deduction. Attach Form 8889	25	
26 Moving expenses. Attach Form 3903	26	
27 One-half of self-employment tax. Attach Schedule SE	27	
28 Self-employed SEP, SIMPLE, and qualified plans	28	
29 Self-employed health insurance deduction (see instructions)	29	
30 Penalty on early withdrawal of savings	30	
31a Alimony paid b Recipient's SSN.	31a	
32 IRA deduction (see instructions)	32	
33 Student loan interest deduction (see instructions)	33	
34 Tuition and fees deduction. Attach Form 8917	34	
35 Domestic production activities deduction. Attach Form 8903	35	
36 Add lines 23 - 31a and 32 - 35.	36	
37 Subtract line 36 from line 22. This is your adjusted gross income.	37	38,593.

Tax and Credits

38 Amount from line 37 (adjusted gross income) **38** 38,593.

39a Check ☐ You were born before January 2, 1944, ☐ Blind. Total boxes checked **39a** ☐
 if: ☐ Spouse was born before January 2, 1944, ☐ Blind. **39b** ☐
 b If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here **39c** ☐
 c Check if standard deduction includes real estate taxes or disaster loss (see instructions) **39c** ☐

Standard Deduction for —

• People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,450

Married filing jointly or Qualifying widow(er), \$10,900

Head of household, \$8,000

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) **40** 13,739.

41 Subtract line 40 from line 38 **41** 24,854.

42 If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d **42** 3,500.

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- **43** 21,354.

44 Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972 **44** 2,805.

45 Alternative minimum tax (see instructions). Attach Form 6251 **45**

46 Add lines 44 and 45 **46** 2,805.

47 Foreign tax credit. Attach Form 1116 if required **47**

48 Credit for child and dependent care expenses. Attach Form 2441 **48**

49 Credit for the elderly or the disabled. Attach Schedule R **49**

50 Education credits. Attach Form 8863 **50**

51 Retirement savings contributions credit. Attach Form 8880 **51**

52 Child tax credit (see instructions). Attach Form 8901 if required **52**

53 Credits from Form: a ☐ 8396 b ☐ 8839 c ☐ 5695 **53**

54 Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ **54**

55 Add lines 47 through 54. These are your total credits **55**

56 Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- **56** 2,805.

Other Taxes

57 Self-employment tax. Attach Schedule SE **57**

58 Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919 **58**

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required **59**

60 Additional taxes: a ☐ AEIC payments b ☐ Household employment taxes. Attach Schedule H **60**

61 Add lines 56-60. This is your total tax **61** 2,805.

Payments

If you have a qualifying child, attach Schedule EIC.

62 Federal income tax withheld from Forms W-2 and 1099 **62** 4,563.

63 2008 estimated tax payments and amount applied from 2007 return **63**

64a Earned income credit (EIC) **64a**

b Nontaxable combat pay election **64b**

65 Excess social security and tier 1 RRTA tax withheld (see instructions) **65**

66 Additional child tax credit. Attach Form 8812 **66**

67 Amount paid with request for extension to file (see instructions) **67**

68 Credits from Form: a ☐ 2439 b ☐ 4136 c ☐ 8801 d ☐ 8885 **68**

69 First-time homebuyer credit. Attach Form 5405 **69**

70 Recovery rebate credit (see worksheet) **70** 0.

71 Add lines 62 through 70. These are your total payments **71** 4,563.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d or Form 8888.

72 If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid **72** 1,758.

73a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here ☐ **73a** 1,758.

b Routing number 081000210 c Type: ☒ Checking ☐ Savings

d Account number 7390449259

74 Amount of line 72 you want applied to your 2009 estimated tax **74**

Amount You Owe

75 Amount you owe. Subtract line 71 from line 61. For details on how to pay, see instructions **75**

76 Estimated tax penalty (see instructions) **76**

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name Phone no. Personal identification number (PIN)

Sign Here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation

Paid Preparer's Use Only

Preparer's signature Date Check if self-employed ☐ Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code Self-Prepared EIN Phone no.

SCHEDULE A
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Itemized Deductions**▶ **Attach to Form 1040.**
▶ **See Instructions for Schedule A (Form 1040).**

OMB No. 1545-0074

2008Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Daniel J Flentke

Your social security number

490-72-9616

**Medical
and
Dental
Expenses****Caution.** Do not include expenses reimbursed or paid by others.

- 1 Medical and dental expenses (see instructions) **1**
- 2 Enter amount from Form 1040, line 38 **2**
- 3 Multiply line 2 by 7.5% (.075) **3**
- 4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0- **4**

**Taxes You
Paid**

5 State and local (check only one box):

a ☒ Income taxes, orb ☐ General sales taxes **5** 2,022.6 Real estate taxes (see instructions) **6** 1,685.7 Personal property taxes **7** 22.(See
instructions.)8 Other taxes. List type and amount ▶ **8**9 Add lines 5 through 8 **9** 3,729.**Interest
You Paid**

- 10 Home mtg interest and points reported to you on Form 1098 **10** 9,286.
- 11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶ **11**

Note.
Personal
interest
is not
deductible.12 Points not reported to you on Form 1098. See instrs for spl rules **12**13 Qualified mortgage insurance premiums (see instructions) **13** 724.14 Investment interest. Attach Form 4952 if required.
(See instrs.) **14**15 Add lines 10 through 14 **15** 10,010.**Gifts to
Charity**If you made
a gift and
got a benefit
for it, see
instructions.16 Gifts by cash or check. If you made any gift of \$250 or more, see instrs **16**17 Other than by cash or check. If any gift of \$250 or more, see instructions. You **must** attach Form 8283 if over \$500 **17**18 Carryover from prior year **18**19 Add lines 16 through 18 **19****Casualty and
Theft Losses**20 Casualty or theft loss(es). Attach Form 4684. (See instructions.) **20**21 Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶ **21**22 Tax preparation fees **22**23 Other expenses — investment, safe deposit box, etc. List type and amount ▶ **23**24 Add lines 21 through 23 **24**25 Enter amount from Form 1040, line 38 **25**26 Multiply line 25 by 2% (.02) **26**27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0- **27****Other
Miscellaneous
Deductions**28 Other — from list in the instructions. List type and amount ▶ **28****Total
Itemized
Deductions**

29 Is Form 1040, line 38, over \$159,950 (over \$79,975 if married filing separately)?

☒ **No.** Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.☐ **Yes.** Your deduction may be limited. See instructions for the amount to enter.30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐**29** 13,739.

2008

- Keep for your records

Name(s) Shown on Return Daniel J Flentke	Social Security Number 490-72-9616
---	---------------------------------------

Estimated Tax Payments for 2008 (If more than 4 payments for any state or locality, see Tax Help)

	Federal		State			Local		
	Date	Amount	Date	Amount	ID	Date	Amount	ID
1	04/15/08		04/15/08			04/15/08		
2	06/16/08		06/16/08			06/16/08		
3	09/15/08		09/15/08			09/15/08		
4	01/15/09		01/15/09			01/15/09		
5								
Tot Estimated Payments . . .								

Tax Payments Other Than Withholding (If multiple states, see Tax Help)		Federal	State	ID	Local	ID
6	Overpayments applied to 2008					
7	Credited by estates and trusts					
8	Totals Lines 1 through 7					
9	2008 extensions					

Taxes Withheld From:					Federal	State	Local
10	Forms W-2				4,563.	1,404.	
11	Forms W-2G						
12	Forms 1099-R						
13	Forms 1099-MISC and 1099-G						
14	Schedules K-1						
15	Forms 1099-INT, DIV and OID						
16	Social Security and Railroad Benefits						
17	Form 1099-B	St		Loc			
18 a	Other withholding	St		Loc			
b	Other withholding	St		Loc			
c	Other withholding	St		Loc			
19	Total Withholding Lines 10 through 18c				4,563.	1,404.	
20	Total Tax Payments for 2008				4,563.	1,404.	

Prior Year Taxes Paid In 2008 (If multiple states or localities, see Tax Help)		State	ID	Local	ID
21	Tax paid with 2007 extensions				
22	2007 estimated tax paid after 12/31/07				
23	Balance due paid with 2007 return			618 .	SL
24	Other (amended returns, installment payments, etc) . .				

Schedule A
Line 5

State and Local Tax Deduction Worksheet
► Keep for your records

2008

Name(s) Shown on Return
Daniel J Flentke

Social Security Number
490-72-9616

State and Local Income Taxes

State income taxes:		
1 State income tax withheld	1	1,404.
2 2008 state estimated taxes paid in 2008	2	
3 2007 state estimated taxes paid in 2008	3	
4 Amount paid with 2007 state application for extension	4	
5 Amount paid with 2007 state income tax return	5	
6 Overpayment on 2007 state income tax return applied to 2008 tax	6	
7 Other amounts paid in 2008 (amended returns, installment payments, etc.)	7	
8 State estimated tax from Schedule(s) K-1 (Form 1041)	8	
Local income taxes:		
9 Local income tax withheld	9	
10 2008 local estimated taxes paid in 2008	10	
11 2007 local estimated taxes paid in 2008	11	
12 Amount paid with 2007 local application for extension	12	
13 Amount paid with 2007 local income tax return	13	618.
14 Overpayment on 2007 local income tax return applied to 2008 tax	14	
15 Other amounts paid in 2008 (amended returns, installment payments, etc.)	15	
16 Local estimated tax from Schedule(s) K-1 (Form 1041)	16	
Other:		
17	17	
18 Total Add lines 1 through 17	18	2,022.
19 State and local refund allocated to 2008	19	
20 Nondeductible state income tax from line 28	20	
21 Total reductions Add lines 19 and 20	21	
22 Total state and local income tax deduction Line 18 less line 21	22	2,022.

Nondeductible State Income Tax (Hawaii Only)

23 Nontaxable federal employee cost of living allowance	23	
24 Adjusted gross income	24	
25 Add lines 23 and 24	25	
26 Nondeductible percent. Line 23 divided by line 25	26	%
27 Hawaii state income tax included in line 18	27	
28 Nondeductible Hawaii state income tax. Multiply line 26 by line 27	28	

Federal Carryover Worksheet

2008

► Keep for your records

Name(s) Shown on Return
Daniel J Flentke

Social Security Number
490-72-9616

2007 State and Local Income Tax Information (See Tax Help)

(a) State or Local ID	(b) Paid With Extension	(c) Estimates Pd After 12/31	(d) Total With- held/Pmts	(e) Paid With Return	(f) Total Over- payment	(g) Applied Amount
MO			1,863.		674.	
SL				618.		
Totals . .			1,863.	618.	674.	

Other Tax and Income Information

			2007	2008
1	Filing status	1	1 Single	1 Single
2	Number of exemptions for blind or over 65 (0 - 4).	2		
3	Itemized deductions after limitation.	3	13,894.	13,739.
4	Check box if required to itemize deductions.	4	<input type="checkbox"/>	<input type="checkbox"/>
5	Adjusted gross income	5	46,793.	38,593.
6	Tax liability for Form 2210 or Form 2210-F	6	4,030.	2,805.
7	Alternative minimum tax.	7		
8	Federal overpayment applied to next year estimated tax.	8		

QuickZoom to the IRA Information Worksheet for IRA information (see Tax Help) ►

Excess Contributions

			2007	2008
9 a	Taxpayer's excess Archer MSA contributions as of 12/31	9 a		
b	Spouse's excess Archer MSA contributions as of 12/31	b		
10 a	Taxpayer's excess Coverdell ESA contributions as of 12/31.	10 a		
b	Spouse's excess Coverdell ESA contributions as of 12/31.	b		
11 a	Taxpayer's excess HSA contributions as of 12/31	11 a		
b	Spouse's excess HSA contributions as of 12/31	b		

Loss and Expense Carryovers

			2007	2008
12 a	Short-term capital loss.	12 a		
b	AMT Short-term capital loss	b		
13 a	Long-term capital loss	13 a		
b	AMT Long-term capital loss.	b		
14 a	Net operating loss available to carry forward	14 a		
b	AMT Net operating loss available to carry forward	b		
15 a	Investment interest expense disallowed	15 a		
b	AMT Investment interest expense disallowed	b		
16	Nonrecaptured net Section 1231 losses from:	16 a		
	a 2008.	a		
	b 2007.	b		
	c 2006.	c		
	d 2005.	d		
	e 2004.	e		
	f 2003.	f		

Daniel J Flentke

490-72-9616

Loss and Expense Carryovers (cont'd)				2007	2008																								
17	AMT Nonrecap'd net Sec 1231 losses from:	<table border="1"> <tr><td>a</td><td>2008 . . .</td></tr> <tr><td>b</td><td>2007 . . .</td></tr> <tr><td>c</td><td>2006 . . .</td></tr> <tr><td>d</td><td>2005 . . .</td></tr> <tr><td>e</td><td>2004 . . .</td></tr> <tr><td>f</td><td>2003 . . .</td></tr> </table>	a	2008 . . .	b	2007 . . .	c	2006 . . .	d	2005 . . .	e	2004 . . .	f	2003 . . .	<table border="1"> <tr><td>17 a</td><td></td></tr> <tr><td>b</td><td></td></tr> <tr><td>c</td><td></td></tr> <tr><td>d</td><td></td></tr> <tr><td>e</td><td></td></tr> <tr><td>f</td><td></td></tr> </table>	17 a		b		c		d		e		f			
a	2008 . . .																												
b	2007 . . .																												
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Credit Carryovers				2007	2008																								
18	General business credit		18																										
19	Adoption credit from:	<table border="1"> <tr><td>a</td><td>2008</td></tr> <tr><td>b</td><td>2007</td></tr> <tr><td>c</td><td>2006</td></tr> <tr><td>d</td><td>2005</td></tr> <tr><td>e</td><td>2004</td></tr> <tr><td>f</td><td>2003</td></tr> </table>	a	2008	b	2007	c	2006	d	2005	e	2004	f	2003	<table border="1"> <tr><td>19 a</td><td></td></tr> <tr><td>b</td><td></td></tr> <tr><td>c</td><td></td></tr> <tr><td>d</td><td></td></tr> <tr><td>e</td><td></td></tr> <tr><td>f</td><td></td></tr> </table>	19 a		b		c		d		e		f			
a	2008																												
b	2007																												
c	2006																												
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20	Mortgage interest credit from:	<table border="1"> <tr><td>a</td><td>2008</td></tr> <tr><td>b</td><td>2007</td></tr> <tr><td>c</td><td>2006</td></tr> <tr><td>d</td><td>2005</td></tr> </table>	a	2008	b	2007	c	2006	d	2005	<table border="1"> <tr><td>20 a</td><td></td></tr> <tr><td>b</td><td></td></tr> <tr><td>c</td><td></td></tr> <tr><td>d</td><td></td></tr> </table>	20 a		b		c		d											
a	2008																												
b	2007																												
c	2006																												
d	2005																												
20 a																													
b																													
c																													
d																													
21	Credit for prior year minimum tax		21																										
22	District of Columbia first-time homebuyer credit		22																										
23	Residential energy efficient property credit		23																										
24	Amount overpaid less earned income credit		24	3,003 .																									
Other Carryovers				2007	2008																								
25	Section 179 expense deduction disallowed		25																										
26	Excess	a	Taxpayer (Form 2555, line 46)	26 a																									
	foreign	b	Taxpayer (Form 2555, line 48)	b																									
	housing	c	Spouse (Form 2555, line 46)	c																									
	deduction:	d	Spouse (Form 2555, line 48)	d																									

Santa Barbara Bank & Trust Refund Processing Agreement ('Agreement')

Name: Daniel J Flentke

Social Security No.: 490-72-9616

This Agreement contains important terms, conditions and disclosures about the processing of your refund by Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A. ('SBBT'). Read this Agreement carefully before accepting its terms and conditions, and print a copy and/or retain this information electronically for future reference.

1. Use Of Pronouns. As used in this Agreement, the words 'you' and 'your' refer to the applicant or both the applicant and joint applicant if the 2008 federal income tax return is a joint return (individually and collectively, 'Applicant'). The words 'we,' 'us' and 'our' refer to SBBT.

2. Authorization to Release Personal Information. You authorize the Internal Revenue Service ('IRS') to disclose any information to SBBT related to the funding of your 2008 tax refund. You also authorize Intuit, as the transmitter of your electronically filed tax return, to disclose your tax return and contact information to SBBT for use in connection with the refund processing services being provided pursuant to this Agreement. Neither Intuit nor SBBT will disclose or use your tax return information for any other purpose, except as permitted by law. SBBT will not use your tax information or contact information for any marketing purpose. To view the SBBT Privacy Policy applicable to this Agreement, see Section 12 below.

3. No Requirement To Have SBBT Process Your Refund In Order To File Electronically. You understand that SBBT charges a refund processing fee to deduct Intuit's fees from your refund. You further understand that your tax year 2008 federal income tax return can be filed electronically, and your IRS refund direct deposited, without using SBBT's refund processing service by, instead, paying the applicable TurboTax filing fees to Intuit by credit or debit card at the time you file your 2008 federal income tax return.

4. Summary of Terms

Expected Federal Refund.	\$ 1,758.00
Less SBBT Refund Processing Fee.	\$ 29.95
Less Electronic Filing Transmission Fee and/or Service Fee for web users	\$ 64.90
Less Additional Products and Services Purchased	\$
Expected Proceeds (1)	\$ 1,663.15

(1) This is only an estimate. The amount will be reduced by any applicable sales taxes.

5. Temporary Deposit Account Authorization. You hereby authorize SBBT to establish a temporary deposit account ('Deposit Account') for the purpose of receiving your tax year 2008 federal income tax refund from the IRS. SBBT must receive an acknowledgement from the IRS that your return has been electronically filed and accepted for processing before the Deposit Account can be opened. You authorize SBBT to deduct from your Deposit Account the following amounts: (i) the SBBT refund processing fee; (ii) the fees and charges related to the preparation, processing and transmission of your tax return; and, (iii) amounts to pay for additional products and services purchased plus applicable taxes. You authorize SBBT to disburse the balance of the Deposit Account to you after making all authorized deductions or payments.

6. Acknowledgements. (a) You understand that: (i) SBBT cannot guarantee the amount of your tax year 2008 federal income tax refund or the date it will be issued, and (ii) SBBT is not affiliated with the transmitter of the tax return (Intuit) and does not warrant the accuracy of the software used to prepare the tax return. (b) You agree that Intuit is not acting as your agent and is not under any fiduciary duty with respect to the processing of your refund by SBBT.

7. Truth in Savings Disclosure. The Deposit Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) tax year 2008 federal tax refund. There is no cost to you for opening the Deposit Account. No other deposits may be made to the Deposit Account. No withdrawals will be allowed from the Deposit Account until all fees, charges, disbursements and payments authorized by this Agreement have been paid. No interest is payable on the deposit; thus, the annual percentage yield and interest rate are 0%. The Deposit Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you. Questions or concerns about the Deposit Account should be directed to: SANTA BARBARA BANK & TRUST, attn: Refund Processing Department, P.O. Box 1030, Solana Beach, CA 92075, or to SBBT via the Internet at <http://cisc.sbbtr.com>.

8. Direct Deposit Information. The balance of your refund will be disbursed to you electronically by ACH Direct Deposit to your personal bank account designated below. If a joint return is filed, the bank account may be a joint account or the individual account of either spouse.

DIRECT DEPOSIT ACCOUNT TYPE: ☒ Checking ☐ Savings

RTN #: 081000210 **ACCOUNT #:** 7390449259

Note: To insure that there are no delays in receiving your refund, please contact your financial institution to confirm that you are using the correct RTN (routing) and account number. If you or your representative enter your personal bank account information incorrectly and your deposit is returned to SBBT, the refund balance minus \$5 SBBT handling fee will be disbursed to you via an SBBT cashier's check mailed to the address on your tax return. If the direct deposit is not returned to SBBT, you will be responsible for the loss.

9. Electronic Fund Transfers: The Federal Electronic Fund Transfer Act provides you with certain rights and obligations regarding the funds that will be electronically deposited into and transferred from your Deposit Account with SBBT. If SBBT does not complete an electronic fund transfer to or from the Deposit Account on time or in the correct amount according to this Agreement, SBBT will be liable for your losses or damages. There are some exceptions, however. SBBT will not be liable, for instance, if: through no fault of SBBT, you do not have enough available funds in the Deposit Account to make the transfer; circumstances beyond SBBT's control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, civil unrest, governmental action, acts of terrorism, telephone line disruption or a natural disaster) delay the transfer despite reasonable precautions taken by SBBT; the funds in the Deposit Account are subject to legal process or are otherwise not available for withdrawal; the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely; or, SBBT has reason to believe the transaction may not be authorized by you. If you believe that there is an error or if you have a question about your Deposit Account, you will write to Santa Barbara Bank & Trust, P.O. Box 1030, Solana Beach, California 92075, or call SBBT at 818-717-7228, or communicate with it via the Internet by logging on to <http://cisc.sbbttrial.com>, and provide SBBT with your name, a description or explanation of the error, and the dollar amount of the suspected error or the transfer you are unsure about. SBBT will determine whether the error occurred within 10 business days after it hears from you and will correct any error promptly. SBBT will tell you the results within three business days after completing its investigation. If SBBT decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that SBBT used in its investigation. SBBT's business days are Monday through Friday, excluding holidays.

10. Compensation. In addition to any fees paid directly by you to Intuit, SBBT will pay a portion of SBBT's refund processing fee to Intuit in consideration of and pursuant to their agreement relating to Intuit's provision of various programming, testing, data processing, transmission, systems maintenance, status reporting and other software, technical and communications service.

11. Governing Law. The enforcement and interpretation of this Agreement and the transactions contemplated herein shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America, including the Electronic Signatures in Global and National Commerce Act.

12. Santa Barbara Bank & Trust Privacy Policy.

Privacy Policy. To help the government fight the funding of terrorism and money laundering, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. SBBT will obtain information from and about you in connection with the opening of the Deposit Account.

Federal law requires SBBT to provide you with this statement. In this Privacy Policy, 'Confidential Information' means non-public personally identifiable information about you. This notice applies only to individuals who are using, or have used in the past, SBBT's refund processing services. SBBT may change (add to, delete or amend) the terms of this Privacy Policy at any time, giving you such notice as may then be required by law.

Confidential Information SBBT collects. We collect Confidential Information from you, Intuit and the IRS in connection with your refund processing in order to identify you, set up your temporary Deposit Account, and process your refund. This may include information such as your name, address, date of birth, social security number and personal bank account information. SBBT also collects information from the IRS concerning your refund deposit.

Information SBBT shares and with whom. We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. However, we will not use or disclose your Confidential Information that we receive from Intuit or the IRS for marketing purposes. We also may disclose Confidential Information with your consent.

Security procedures SBBT uses to protect your Confidential Information. Inside SBBT, your information is accessible only to employees who need the information in order to process your product request or answer your questions. SBBT has a formal Code of Ethics and train its employees on their responsibility to maintain the privacy of your Confidential Information. SBBT also maintains physical, electronic and procedural safeguards that comply with federal standards to guard your Confidential Information.

Questions? If you have any questions regarding this Privacy Policy, please call 800-717-7228.

YOUR AGREEMENT

By selecting the 'I agree' button in TurboTax: (i) You authorize SBBT to receive your 2008 federal tax refund from the IRS and to make the deductions from your refund described in the Agreement, (ii) You agree to receive all Communications electronically in accordance with the 'Consent to Conduct Business Electronically' section of the License Agreement for Tax Year 2008 TurboTax(R) Software and Services, as the term 'Communications' is defined therein, (iii) You consent to the release of your 2008 refund deposit information and application information as described in Section 2 of this Agreement, and (iv) You acknowledge that you have reviewed, and agree to be bound by, the Agreement's terms and conditions. You understand that, if you change your tax year 2008 federal tax return information in a way that affects the amount of your refund, you must review and accept the Agreement again. If this is a joint return, selecting 'I agree' indicates that both spouses agree to be bound by the terms and conditions of the Agreement.

ELECTRONIC POSTMARK - CERTIFICATION OF ELECTRONIC FILING
TAXPAYER: Daniel J Flentke
PRIMARY SSN: 490-72-9616

FEDERAL RETURN SUBMITTED: Your return was electronically transmitted on 01/29/2009
FEDERAL RETURN ACCEPTANCE DATE:

Your return was electronically transmitted on 01/29/2009

The Intuit Electronic Postmark shows the date and time Intuit received your federal tax return. The Intuit Electronic Postmark documents the filing date of your income tax return, and the electronic postmark information should be kept on file with your tax return and other tax-related documentation.

There are two important aspects of the Intuit Electronic Postmark:

1. THE INTUIT ELECTRONIC POSTMARK.

The electronic postmark shows the date and time Intuit received the federal return, and is deemed the filing date if the date of the electronic postmark is on or before the date prescribed for filing of the federal individual income tax return.

TIMELY FILING:

For your federal return to be considered filed on time, your return must be postmarked on or before midnight April 15, 2009. Intuit's electronic postmark is issued in the Pacific Time (PT) zone. If you are not filing in the PT zone, you will need to add or subtract hours from the Intuit Electronic Postmark time to determine your local postmark time. For example, if you are filing in the Eastern Time (ET) zone and you electronically file your return at 9 AM on April 15, 2009, your Intuit electronic postmark will indicate April 15, 2009, 6 AM. If your federal tax return is rejected, the IRS still considers it filed on time if the electronic postmark is on or before April 15, 2009, and a corrected return is submitted and accepted before April 20, 2009. If your return is submitted after April 20, 2009, a new time stamp is issued to reflect that your return was submitted after the IRS deadline and, consequently, is no longer considered to have been filed on time.

If you request an automatic six-month extension, your return must be electronically postmarked by midnight October 15, 2009. If your federal tax return is rejected, the IRS will still consider it filed on time if the electronic postmark is on or before October 15, 2009, and the corrected return is submitted and accepted by October 20, 2009.

2. THE ACCEPTANCE DATE.

Once the IRS accepts the electronically filed return, the acceptance date will be provided by the Intuit Electronic Filing Center. This date is proof that the IRS accepted the electronically filed return.

SMART WORKSHEET FOR: Form 1040: Individual Tax Return

Tax Smart Worksheet	
A	Tax 2,805.
Check if from:	
1	Tax table <input checked="" type="checkbox"/> X
2	Tax Computation Worksheet (see instructions) <input type="checkbox"/>
3	Schedule D Tax Worksheet <input type="checkbox"/>
4	Qualified Dividends and Capital Gain Tax Worksheet <input type="checkbox"/>
5	Schedule J <input type="checkbox"/>
6	Form 8615 <input type="checkbox"/>
7	Foreign Earned Income Tax Worksheet <input type="checkbox"/>
B	Additional tax from Form 8814 <input type="text"/>
C	Additional tax from Form 4972 <input type="text"/>
D	Tax from additional Form(s) 4972 <input type="text"/>
E	Recapture tax from Form 8863 <input type="text"/>
F	IRC Section 197(f)(9)(B)(ii) election for an additional tax <input type="text"/>
G	Tax. Add lines A through F. Enter the result here and on line 44 2,805.

SMART WORKSHEET FOR: Schedule A: Itemized Deductions

Qualified Mortgage Insurance Premiums Smart Worksheet	
A	Qualified Mortgage Insurance Premiums
1	Principal Residence - Enter the total premiums you paid in 2008 for qualified mortgage insurance for a contract entered into after 2006 724.
2	Qualified mortgage insurance premiums from Schedule E Worksheet <input type="text"/>
3	Less qualified mortgage insurance premiums deducted on Form 8829 <input type="text"/>
4	Total qualified mortgage insurance premiums 724.
B	Amount from Form 1040, line 38 38,593.
C	\$100,000 (\$50,000 if married filing separately) 100,000.
D	Is the amount on Line B more than the amount on line C?
<input checked="" type="checkbox"/>	No. The deduction is not limited. The amount from line A above goes on Schedule A, line 13.
<input type="checkbox"/>	Yes. Line C subtracted from line B. If the result is not a multiple of \$1,000 (\$500 if married filing separately), it is increased to the next multiple of \$1,000 (\$500 if married filing separately)..... <input type="text"/>
E	line D divided by \$10,000 (\$5,000 if married filing separately). The result is a decimal. If the result is 1.0 or more then 1.0..... <input type="text"/>
F	Line A multiplied by line E <input type="text"/>
G	Qualified mortgage insurance premiums deduction. Line F subtracted from line A. The result goes on Schedule A, line 13. <input type="text"/>

Electronic Filing Instructions for your 2008 Missouri Tax Return

Important: Your taxes are not finished until all required steps are completed.



Daniel J Flentke
4631 Rosa Ave
Saint Louis, MO 63116-0000

490-72-9616

Balance Due/Refund	Your Missouri state tax return (Form MO-1040) shows a refund due to you in the amount of \$616.00. Your tax refund should be direct deposited into your account within 8 to 14 days after your return is accepted: Account Number: 7390449259 Routing Transit Number: 081000210.		
Where's My Refund?	Before you call the Missouri Department of Revenue with questions about your refund, give them 8 to 14 days processing time from the date your return is accepted. If then you have not received your refund, or the amount is not what you expected, contact the Missouri Department of Revenue directly at 573-751-3505.		
No Signature Document Needed	No signature form is required since you signed your return electronically.		
What You Need to Keep	Your Electronic Filing Instructions (this form) Printed copy of your state and federal returns EF Acknowledgement and General Info You must mail your city (Kansas City and St Louis) returns as they cannot be filed electronically		
2008 Missouri Tax Return Summary	Taxable Income	\$	16,877.00
	Total Tax	\$	788.00
	Total Payments/Credits	\$	1,404.00
	Amount to be Refunded	\$	616.00



MISSOURI DEPARTMENT OF REVENUE **2008 FORM MO-1040**
INDIVIDUAL INCOME TAX RTN — LONG FORM

FOR CALENDAR YEAR JAN 1 - DEC 31, 2008, OR FISCAL YEAR BEGINNING
2008, ENDING

AMENDED RETURN — CHECK HERE ☐

SOFTWARE
VENDOR CODE ► **030**

NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SPOUSE'S SOCIAL SECURITY NUMBER

490-72-9616

NAME (LAST) (FIRST) MI JR, SR

Flentke, Daniel J

SPOUSE'S (LAST) (FIRST) MI JR, SR

INCOME
Deductions

IN CARE OF NAME (ATTORNEY, EXECUTOR, PERSONAL REPRESENTATIVE, ETC)

COUNTY OF RESIDENCE SCHOOL DIST NO.

STCT

483

PRESENT ADDRESS (INCLUDE APARTMENT NUMBER OR RURAL ROUTE)

CITY, TOWN, OR POST OFFICE, STATE, AND ZIP CODE

4631 Rosa Ave

Saint Louis

MO 63116-0000

You may contribute to any one or all of the
trust funds on Line 45. See instructions for a
description of each trust fund, as well as trust
fund codes to enter on Line 45.



Children's



Veterans



Elderly
Home
Delivered
Meals



Missouri
National
Guard



Workers'
Memorial



Childhood
Lead
Testing



Missouri
Military
Family
Relief



General
Revenue



After
School
Retreat

PLEASE CHECK THE APPROPRIATE BOXES THAT APPLY TO YOURSELF OR YOUR SPOUSE AS OF DECEMBER 31, 2008

AGE 62 THROUGH 64

AGE 65 OR OLDER

BLIND

100% DISABLED

NON-OBLIGATED SPOUSE

☐ YOURSELF

☐ YOURSELF

☐ YOURSELF

☐ YOURSELF

☐ YOURSELF

☐ SPOUSE

☐ SPOUSE

☐ SPOUSE

☐ SPOUSE

☐ SPOUSE

		Yourself		Spouse			
INCOME	1	Federal adjusted gross income from your 2008 federal return (See worksheet)		1Y	38,593.00	1S	.00
	2	Total additions (from Form MO-A, Part 1, Line 6)		2Y	.00	2S	.00
	3	Total income — Add Lines 1 and 2		3Y	38,593.00	3S	.00
	4	Total subtractions (from Form MO-A, Part 1, Line 13)		4Y	674.00	4S	.00
	5	Missouri adjusted gross income — Subtract Line 4 from Line 3		5Y	37,919.00	5S	.00
	6	Total Missouri adjusted gross income — Add columns 5Y and 5S		6	37,919.00		
	7	Income percentages — Divide columns 5Y and 5S by total on Line 6. (Must equal 100%.)		7Y	100. %	7S	%
EXEMPTIONS AND DEDUCTIONS	8	Pension and Social Security/Social Security disability exemption (from Form MO-A, Part 3)		8			.00
	9	Mark your filing status box below and enter the appropriate exemption amount on Line 9		9			2,100.00
		<input checked="" type="checkbox"/> A Single — \$2,100 (See Box B before checking.)	<input type="checkbox"/> E Married filing separate (spouse NOT filing) — \$4,200				
		<input type="checkbox"/> B Claimed as a dependent on another person's federal tax return — \$0.00	<input type="checkbox"/> F Head of household — \$3,500				
		<input type="checkbox"/> C Married filing joint federal and combined Missouri — \$4,200	<input type="checkbox"/> G Qualifying widow(er) with dependent child — \$3,500				
		<input type="checkbox"/> D Married filing separate — \$2,100					
	10	Tax from federal return. (Do not enter amount from your Form W-2(s) — Do Not Enter Federal Tax Withheld.)					
		• Federal Form 1040, Line 56 minus Lines 45 and 64a; or					
		• Federal Form 1040A, Line 35 minus Line 40a and alternative minimum tax on Line 28; or					
		• Federal Form 1040EZ, Line 11 minus Line 8a	10	2,805.00			
	11	Other tax from federal return — Attach copy of your federal return (pages 1 and 2)		11	.00		
	12	Total tax from federal return — Add Lines 10 and 11		12	2,805.00		
	13	Federal tax deduction — Enter amount from Line 12 not to exceed \$5,000 for individual filer; \$10,000 for combined filers		13	2,805.00		
14	Missouri standard deduction OR itemized deductions. Single or Married Filing Separate — \$5,450; Head of Household — \$8,000; married Filing a Combined Return or Qualifying Widow(er) — \$10,900; if you are age 65 or older, blind, claimed as a dependent, or if you claimed an additional standard deduction, see your federal return or instructions. If itemizing, see Form MO-A, Part 2		14	16,137.00			
15	Number of dependents from Federal Form 1040 OR 1040A, Line 6c (DO NOT INCLUDE YOURSELF OR SPOUSE.)		15			.00	
16	Number of dependents on Line 15 who are 65 years of age or older and do not receive Medicaid or state funding (DO NOT INCLUDE YOURSELF OR SPOUSE.)		16			.00	
17	Long-term care insurance deduction		17			.00	
18	Health care sharing ministry deduction		18			.00	
19	Total deductions — Add Lines 8, 9, 13, 14, 15, 16, 17, and 18		19	21,042.00			
20	Subtotal — Subtract Line 19 from Line 6		20	16,877.00			
21	Multiply Line 20 by appropriate percentages (%) on Lines 7Y and 7S		21Y	16,877.00	21S	.00	
22	Enterprise zone or rural empowerment zone income modification		22Y	.00	22S	.00	
23	Subtract Line 22 from Line 21. Enter here and on Line 24.		23Y	16,877.00	23S	.00	

		Yourself		Spouse	
TAX	24 Taxable income amount from Lines 23Y and 23S.	24Y	16,877.00	24S	00
	25 Tax. (See tax table in the instructions.)	25Y	788.00	25S	00
	26 Resident credit — Attach Form MO-CR and other states' income tax return(s). OR	26Y	00	26S	00
	27 Missouri income percentage — Enter 100% unless you are completing Form MO-NRI. Attach Form MO-NRI and a copy of your federal return if less than 100%. Check the box if you or your spouse is a professional entertainer or a member of a professional athletic team. <input type="checkbox"/> YOURSELF <input type="checkbox"/> SPOUSE	27Y	100.000 %	27S	100.000 %
	28 Balance — Subtract Line 26 from Line 25; OR Multiply Line 25 by percentage on Line 27	28Y	788.00	28S	0.00
	29 Other taxes (Check box and attach federal form indicated.) <input type="checkbox"/> Lump sum distribution (Form 4972) <input type="checkbox"/> Recapture of low income housing credit (Form 8611)	29Y	00	29S	00
30 Subtotal — Add Lines 28 and 29	30Y	788.00	30S	0.00	
31 Total tax — Add Lines 30Y and 30S	31	788.00			
PAYMENTS / CREDITS	32 MISSOURI tax withheld — Attach Form W-2(s) and/or Form 1099(s)	32	1,404.00		
	33 2008 Missouri estimated tax payments (include overpayment from 2007 applied to 2008)	33	00		
	34 Missouri tax payments for nonresident partners or S corporation shareholders — Attach Form MO-2NR	34	00		
	35 Missouri tax payments for nonresident entertainers — Attach Form MO-2ENT	35	00		
	36 Amount paid with Missouri extension of time to file (Form MO-60)	36	00		
	37 Miscellaneous tax credits (from Form MO-TC, Line 13) — Attach Form MO-TC	37	00		
	38 Property tax credit — Attach Form MO-PTS	38	00		
39 Total payments and credits. Add Lines 32 through 38.	39	1,404.00			
Skip Lines 40-42 if you are not filing an amended return.					
AMENDED RETURN	40 Amount paid on original return	40	00		
	41 Overpayment as shown (or adjusted) on original return	41	00		
	INDICATE REASON(S) FOR AMENDING:		MM/DD/YY		
	<input type="checkbox"/> A Federal audit. Enter date of IRS report				
<input type="checkbox"/> B Net operating loss carryback Enter year of loss					
<input type="checkbox"/> C Investment tax credit carryback Enter year of credit					
<input type="checkbox"/> D Correction other than A, B, or C Enter date of federal amended return, if filed					
42 Amended Return — total payments and credits. Add Line 40 to Line 39 or subtract Line 41 from Line 39	42	00			
REFUND OR AMOUNT DUE	43 If Line 39, or if amended return, Line 42, is larger than Line 31, enter difference (amount of OVERPAYMENT) here	43	616.00		
	44 Amount of Line 43 to be applied to your 2009 estimated tax	44	00		
	45 Enter the amount of your donation in the trust fund boxes to the right. See instructions for trust fund codes	45			
	46 Overpayment to be refunded to you. Subtract Lines 44 and 45 from Line 43 and enter here. Sign below and mail return to: Department of Revenue, P.O. Box 3222, Jefferson City, MO 65105-3222 REFUND	46	616.00		
	47 If Line 31 is larger than Line 39 or Line 42, enter the difference (amount of UNDERPAYMENT) here	47	00		
	48 Underpayment of estimated tax penalty — Attach Form MO-2210. Enter penalty amount here	48	00		
49 Total amount due — Add Lines 47 and 48 and enter here. Sign below and mail return and payment to: Department of Revenue, P.O. Box 3370, Jefferson City, MO 65105-3370. Please write your social security number(s) and daytime phone number on your check or money order (U.S. funds only). Make payable to Missouri Director of Revenue AMOUNT YOU OWE	49	00			
If you pay by check, you authorize the Department of Revenue to process the check electronically. Any check returned unpaid may be presented again electronically.					
SIGNATURE	I authorize the Director of Revenue or delegate to discuss my return and attachments with the preparer or any member of the preparer's firm <input type="checkbox"/> YES <input type="checkbox"/> NO		E-MAIL ADDRESS		PREPARER'S TELEPHONE
	SIGNATURE		DATE		PREPARER'S SIGNATURE
	SPOUSE'S SIG (If filing combined, BOTH must sign)		DAYTIME TELEPHONE		PREPARER'S ADDRESS AND ZIP CODE
					DATE



MISSOURI DEPARTMENT OF REVENUE

**INDIVIDUAL INCOME
TAX ADJUSTMENTS****2008
FORM
MO-A**

Attachment Sequence No. 1040-01

**ATTACH TO FORM MO-1040.
ATTACH YOUR FEDERAL RETURN. See instructions
to assist you in completing this form.**

LAST NAME, FIRST NAME AND INITIAL

Flentke, Daniel J

SOCIAL SECURITY NUMBER

490-72-9616

SPOUSE'S LAST NAME, FIRST NAME AND INITIAL

SPOUSE'S SOCIAL SECURITY NUMBER

PART 1 – MISSOURI MODIFICATIONS TO FEDERAL ADJUSTED GROSS INCOME (SEE INSTRUCTIONS.)**ADDITIONS**

	Y – YOURSELF		S – SPOUSE	
1 Interest on state and local obligations other than Missouri source (reduced by related expenses if expenses were over \$500)	1Y	00	1S	00
2 <input type="checkbox"/> Partnership; <input type="checkbox"/> Fiduciary; <input type="checkbox"/> S corporation; <input type="checkbox"/> Net Operating Loss (Carryback/Carryforward); <input type="checkbox"/> Other (description)	2Y	00	2S	00
3 Nonqualified distribution received from a qualified 529 plan (higher education savings program) withdrawn early or not used for qualified higher education expenses	3Y	00	3S	00
4 Food Pantry contributions included on federal Schedule A	4Y	00	4S	00
5 Nonresident Property Tax	5Y	00	5S	00
6 TOTAL ADDITIONS – Add Lines 1, 2, 3, 4, and 5. Enter here and on Form MO-1040, Line 2.	6Y	00	6S	00

SUBTRACTIONS

7 Interest from exempt federal obligations included in federal adjusted gross income (reduced by related expenses if expenses were over \$500). Attach a detailed list or all Federal Form 1099(s).	7Y	00	7S	00
8 Any state income tax refund included in federal adjusted gross income	8Y	674.00	8S	00
9 <input type="checkbox"/> Partnership; <input type="checkbox"/> Fiduciary; <input type="checkbox"/> S corporation; <input type="checkbox"/> Railroad retirement benefits; <input type="checkbox"/> Net Operating Loss; <input type="checkbox"/> Military (nonresident) <input type="checkbox"/> Combat pay included in federal adjusted gross income; <input type="checkbox"/> Other (description) Attach supporting documentation	9Y	00	9S	00
10 Exempt contributions made to a qualified 529 plan (higher education savings program)	10Y	00	10S	00
11 Qualified Health Insurance Premiums	11Y	00	11S	00
12 Missouri depreciation adjustment (Section 143.121, RSMo) <input type="checkbox"/> Sold or disposed property previously taken as addition modification.	12Y	00	12S	00
13 TOTAL SUBTRACTIONS – Add Lines 7, 8, 9, 10, 11 & 12. Enter here and on Form MO-1040, Line 4.	13Y	674.00	13S	00

PART 2 – MISSOURI ITEMIZED DEDUCTIONS – Complete this section only if you itemize deductions on your federal return.**Attach a copy of your Federal Form 1040 (pages 1 and 2) and federal Schedule A.**

1 Total federal itemized deductions from federal Form 1040, Line 40.	1	13,739.00
2 2008 (FICA) – yourself – Social security. . . . \$ 3,081. + Medicare \$ 721. . . .	2	3,802.00
3 2008 (FICA) – spouse – Social security. . . . \$ + Medicare \$	3	00
4 2008 Railroad retirement tax – yourself (Tier I and Tier II) . . . \$ + Medicare \$	4	00
5 2008 Railroad retirement tax – spouse (Tier I and Tier II) . . . \$ + Medicare \$	5	00
6 2008 Self-employment tax – Amount from federal Form 1040, Line 27.	6	00
7 TOTAL – Add Lines 1 through 6.	7	17,541.00
8 State and local income taxes – See instructions	8	2,022.00
9 Earnings taxes included in Line 8	9	618.00
10 Net state income taxes – Subtract Line 9 from Line 8 or enter Line 8 from the worksheet below	10	1,404.00
11 MISSOURI ITEMIZED DEDUCTIONS – Subtract Line 10 from Line 7. Enter here and on Form MO-1040, Line 14	11	16,137.00

NOTE: IF LINE 11 IS LESS THAN YOUR FEDERAL STANDARD DEDUCTION, SEE INSTRUCTIONS.**Complete this worksheet only if your federal adjusted gross income from federal Form 1040, Line 37 is more than \$159,950 (\$79,975 if married filing separate). If your federal adjusted gross income is less than or equal to these amounts, do not complete this worksheet. Attach a copy of your federal Itemized Deduction Worksheet (in the federal Schedule A instructions).**

STATE WORKSHEET FOR PART 2 INCOME TAXES AND LOCAL INCOME	1 Enter amount from federal Itemized Deduction Worksheet, Line 3 (see the federal Schedule A instructions.) If \$0 or less, enter '0'	1	00
	2 Enter amount from federal Itemized Deduction Worksheet, Line 11 (see Federal Schedule A instructions).	2	00
	3 State and local income taxes from federal Form 1040, Schedule A, Line 5	3	00
	4 Earnings taxes included on federal Form 1040, Schedule A, Line 5	4	00
	5 Subtract Line 4 from Line 3	5	00
	6 Divide Line 5 by Line 1	6	%
	7 Multiply Line 2 by Line 6.	7	00
	8 Subtract Line 7 from Line 5. Enter here and on Form MO-A, Part 2, Line 10	8	00

For Privacy Notice, see instructions.

IF YOU CLAIM A PENSION OR SOCIAL SECURITY/SOCIAL SECURITY DISABILITY EXEMPTION, YOU MUST ATTACH A COPY OF YOUR FEDERAL RETURN (PAGES 1 AND 2) AND 1099-R(S), AND/OR SSA-1099(S).

PUBLIC PENSION CALCULATION — Public pensions are pensions received from any federal, state, or local government.

1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6, less taxable social security benefits from federal Form 1040A, line 14b or federal Form 1040, Line 20b	1	37,919.00
2	Select the appropriate filing status and enter amount on Line 2. Married filing combined — \$100,000; Single, Head of Household, Married Filing Separate, and Qualifying Widower — \$85,000	2	85,000.00
3	Subtract Line 2 from Line 1 and enter on Line 3. If line 2 is greater than Line 1, enter \$0	3	0.00
		Y — YOURSELF	S — SPOUSE
4	Enter your total SS benefits from federal Form 1040A, Ln 14a or fed Form 1040, Ln 20a	4 Y	00
5	Enter your taxable SS benefits from Federal Form 1040A, Ln 14b or Fed Form 1040, Ln 20b	5 Y	00
6	Non taxable social security benefits , subtract Line 5 from Line 4	6 Y	00
7	Enter taxable pension for each spouse from public sources from federal Form 1040A, Line 12b or federal Form 1040, Line 16b (public pensions and pensions from other than private sources)	7 Y	00
8	Multiply Line 7 by 35%	8 Y	00
9	If amount on Line 8 is greater than \$26,220 (maximum social security benefit), enter \$26,220. If amount on Line 8 is less than \$26,220, enter amount from Line 8	9 Y	00
10	Subtract Line 6 from Line 9. If Line 6 is greater than Line 9, enter \$0	10 Y	0.00
11	Enter pension amount from Line 7 or \$6,000, whichever is less	11 Y	0.00
12	Enter Line 10 or Line 11, whichever is greater	12 Y	0.00
13	Add amounts on Lines 12Y and 12S	13	0.00
14	Total public pension , subtract Ln 3 from Ln 13. If Ln 3 is greater than Ln 13, enter \$0	14	0.00

PRIVATE PENSION CALCULATION — Private pensions are annuities, pensions, 401(K) plans, deferred compensation plans, self-employed retirement plans, and IRA's funded by a private source.

1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6	1	37,919.00
2	Enter your taxable SS benefits from federal Form 1040A, Ln 14b or fed Form 1040, Ln 20b	2	0.00
3	Subtract Line 2 from Line 1	3	37,919.00
4	Select the appropriate filing status and enter the amount on Line 4: Married filing combined: \$32,000; Single, Head of Household and Qualifying Widower: \$25,000; Married Filing Separate: \$16,000	4	25,000.00
5	Subtract Line 4 from Line 3. If Line 4 is greater than Line 3, enter \$0	5	12,919.00
		Y — YOURSELF	S — SPOUSE
6	Enter taxable pension for each spouse from private sources from federal Form 1040A, Line 11b and 12b, or federal Form 1040, Line 15b and 16b	6 Y	00
7	Enter the amounts from Line 6Y and 6S or \$6,000, whichever is less	7 Y	0.00
8	Add Lines 7Y and 7S	8	0.00
9	Total private pension , subtract Ln 5 from Ln 8. If Ln 5 is greater than Ln 8, enter \$0	9	0.00

SOCIAL SECURITY OR SOCIAL SECURITY DISABILITY CALCULATION — To be eligible for social security deduction you must be 62 years of age by December 31 and have marked the 62 and older box on page 1 of Form MO-1040. Age limit does not apply to social security disability deduction.

1	Enter your Missouri Adjusted Gross Income from Form MO-1040, Ln 6	1	37,919.00
2	Select the appropriate filing status and enter the amount on Line 2. Married filing combined - \$100,000 Single, Head of Household, Married filing separate, and Qualifying Widower - \$85,000	2	85,000.00
3	Subtract Ln 2 from Ln 1 and enter on Ln 3. If Line 2 is greater than Ln 1, enter \$0	3	0.00
		Y — YOURSELF	S — SPOUSE
4	Enter taxable social security benefits for each spouse from federal Form 1040A, Line 14b or federal Form 1040, Line 20b	4 Y	00
5	Enter taxable social security disability benefits for each spouse from federal Form 1040A, Line 14b or federal Form 1040, Line 20b	5 Y	00
6	Multiply Line 4 or Line 5 by 35%	6 Y	00
7	Add Lines 6Y and 6S	7	00
8	Total social security/social security disability , subtract Line 3 from Line 7. If Line 3 is greater than Line 7, enter \$0	8	0.00

TOTAL PENSION AND SOCIAL SECURITY/SOCIAL SECURITY DISABILITY EXEMPTION

Total Pension Exemption and Social Security / Social Security Disability Exemption. Add Line 14 (Public Pension Calculation), Line 9 (Private Pension Calculation), and Line 8 (Social Security Calculation) and enter here and on Form MO-1040, Line 8	TOTAL EXEMPTION	0.00
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Label
(See instructions.)

Use the IRS label.
Otherwise, please print or type.

Presidential Election Campaign

For the year Jan 1 - Dec 31, 2008, or other tax year beginning , 2008, ending , 20

Your first name MI Last name
Daniel J Flentke

If a joint return, spouse's first name MI Last name

Home address (number and street). If you have a P.O. box, see instructions. Apartment no.
4631 Rosa Ave

City, town or post office. If you have a foreign address, see instructions. State ZIP code
Saint Louis MO 63116-0000

OMB No. 1545-0074

Your social security number
490-72-9616

Spouse's social security number

You must enter your social security number(s) above. ▲

Checking a box below will not change your tax or refund.

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions). ☐ You ☐ Spouse

Filing Status

1 ☒ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above & full name here. 5 ☐ Qualifying widow(er) with dependent child (see instructions)

Check only one box.

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a.

b ☐ Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of children on 6c who:
 • lived with you . . .
 • did not live with you due to divorce or separation (see instrs) . .
 Dependents on 6c not entered above . .
 Add numbers on lines above

d Total number of exemptions claimed

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 37,919.

8a Taxable interest. Attach Schedule B if required 8a

b Tax-exempt interest. Do not include on line 8a 8b

9a Ordinary dividends. Attach Schedule B if required 9a

b Qualified dividends (see instrs) 9b

10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions) 10 674.

11 Alimony received. 11

12 Business income or (loss). Attach Schedule C or C-EZ 12

13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here 13

14 Other gains or (losses). Attach Form 4797 14

15a IRA distributions 15a b Taxable amount (see instrs) 15b

16a Pensions and annuities 16a b Taxable amount (see instrs) 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17

18 Farm income or (loss). Attach Schedule F 18

19 Unemployment compensation 19

20a Social security benefits 20a b Taxable amount (see instrs) 20b

21 Other income 21

22 Add the amounts in the far right column for lines 7 through 21. This is your **total income**. 22 38,593.

Adjusted Gross Income

23 Educator expenses (see instructions) 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24

25 Health savings account deduction. Attach Form 8889 25

26 Moving expenses. Attach Form 3903 26

27 One-half of self-employment tax. Attach Schedule SE 27

28 Self-employed SEP, SIMPLE, and qualified plans 28

29 Self-employed health insurance deduction (see instructions) 29

30 Penalty on early withdrawal of savings 30

31a Alimony paid b Recipient's SSN. 31a

32 IRA deduction (see instructions) 32

33 Student loan interest deduction (see instructions) 33

34 Tuition and fees deduction. Attach Form 8917 34

35 Domestic production activities deduction. Attach Form 8903 35

36 Add lines 23 - 31a and 32 - 35 36

37 Subtract line 36 from line 22. This is your **adjusted gross income**. 37 38,593.

Tax and Credits**Standard Deduction for —**

• People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,450

Married filing jointly or Qualifying widow(er), \$10,900

Head of household, \$8,000

38	Amount from line 37 (adjusted gross income)	38	38,593.
39a	Check if: <input type="checkbox"/> You were born before January 2, 1944, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1944, <input type="checkbox"/> Blind. Total boxes checked ▶ 39a		
	b If your spouse itemizes on a separate return, or you were a dual-status alien, see instrs and ck here ▶ 39b		
	c Check if standard deduction includes real estate taxes or disaster loss (see instructions) ▶ 39c		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	13,739.
41	Subtract line 40 from line 38	41	24,854.
42	If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d	42	3,500.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	21,354.
44	Tax (see instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	2,805.
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Add lines 44 and 45	46	2,805.
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Credit for the elderly or the disabled. Attach Schedule R	49	
50	Education credits. Attach Form 8863	50	
51	Retirement savings contributions credit. Attach Form 8880	51	
52	Child tax credit (see instructions). Attach Form 8901 if required	52	
53	Credits from Form: a <input type="checkbox"/> 8396 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 5695	53	
54	Other crs from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	
55	Add lines 47 through 54. These are your total credits	55	
56	Subtract line 55 from line 46. If line 55 is more than line 46, enter -0-	56	2,805.
57	Self-employment tax. Attach Schedule SE	57	
58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
60	Additional taxes: a <input type="checkbox"/> AEIC payments b <input type="checkbox"/> Household employment taxes. Attach Schedule H	60	
61	Add lines 56-60. This is your total tax	61	2,805.

Other Taxes**Payments**

If you have a qualifying child, attach Schedule EIC.

62	Federal income tax withheld from Forms W-2 and 1099	62	4,563.
63	2008 estimated tax payments and amount applied from 2007 return	63	
64a	Earned income credit (EIC)	64a	
	b Nontaxable combat pay election ▶ 64b		
65	Excess social security and tier 1 RRTA tax withheld (see instructions)	65	
66	Additional child tax credit. Attach Form 8812	66	
67	Amount paid with request for extension to file (see instructions)	67	
68	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 4136 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885	68	
69	First-time homebuyer credit. Attach Form 5405	69	
70	Recovery rebate credit (see worksheet)	70	0.
71	Add lines 62 through 70. These are your total payments	71	4,563.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d or Form 8888.

72	If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid	72	1,758.
73a	Amount of line 72 you want refunded to you. If Form 8888 is attached, check here ▶ <input type="checkbox"/>	73a	1,758.
	▶ b Routing number 081000210 ▶ c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
	▶ d Account number 7390449259		
74	Amount of line 72 you want applied to your 2009 estimated tax	74	

Amount You Owe

75	Amount you owe. Subtract line 71 from line 61. For details on how to pay, see instructions	75	
76	Estimated tax penalty (see instructions)	76	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
Your signature	Date	Your occupation	Daytime phone number
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	Self-Prepared		EIN
			Phone no.

SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

► **Attach to Form 1040.**
► **See Instructions for Schedule A (Form 1040).**

OMB No. 1545-0074

2008

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Daniel J Flentke

Your social security number

490-72-9616

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	
	2	Enter amount from Form 1040, line 38	2	
	3	Multiply line 2 by 7.5% (.075).	3	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	
Taxes You Paid (See instructions.)	5 State and local (check only one box):			
	a	<input checked="" type="checkbox"/> Income taxes, or		
	b	<input type="checkbox"/> General sales taxes	5	2,022.
	6	Real estate taxes (see instructions)	6	1,685.
	7	Personal property taxes	7	22.
	8	Other taxes. List type and amount ►	8	
	9	Add lines 5 through 8	9	3,729.
	Interest You Paid Note. Personal interest is not deductible.	10	Home mtg interest and points reported to you on Form 1098	10
11		Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ►		
12		Points not reported to you on Form 1098. See instrs for spcl rules	12	
13		Qualified mortgage insurance premiums (see instructions)	13	724.
14		Investment interest. Attach Form 4952 if required. (See instrs.)	14	
15	Add lines 10 through 14	15	10,010.	
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16	Gifts by cash or check. If you made any gift of \$250 or more, see instrs	16	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18	
	19	Add lines 16 through 18	19	
Casualty and Theft Losses (See instructions.)	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	
	21	Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►	21	
	22	Tax preparation fees	22	
	23	Other expenses — investment, safe deposit box, etc. List type and amount ►	23	
	24	Add lines 21 through 23	24	
	25	Enter amount from Form 1040, line 38	25	
	26	Multiply line 25 by 2% (.02)	26	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	
Other Miscellaneous Deductions	28	Other — from list in the instructions. List type and amount ►		
			28	
Total Itemized Deductions	29	Is Form 1040, line 38, over \$159,950 (over \$79,975 if married filing separately)? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See instructions for the amount to enter.	29	13,739.
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ► <input type="checkbox"/>		

CARGO SALES, INC.Check #: **085926**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/24/10 to : 10/30/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	8.00	171.00	SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 41120.00 FWT 2833.57 SWT 955.00
 OASDI 2344.84 SDI 0.00
 MED 548.39 SUI 0.00

CARGO SALES, INC.Check #: **086004**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/24/10 to : 10/30/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other		350.00			
Subtotal	350.00	Gross Pay		350.00	Total Tax	26.78	
Taxes	-26.78						
Deducts	0.00						
Net Pay	323.22						

Year-to-Date: Gross 41470.00 FWT 2833.57 SWT 955.00
 OASDI 2366.54 SDI 0.00
 MED 553.47 SUI 0.00

CARGO SALES, INC.Check #: **085804**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/17/10 to : 10/23/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00	Gross Pay		855.00	Total Tax	159.95	
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51						

Year-to-Date: Gross 40265.00 FWT 2758.29 SWT 930.00
 OASDI 2296.48 SDI 0.00
 MED 537.08 SUI 0.00

CARGO SALES, INC.Check #: **085695**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/10/10 to : 10/16/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 39410.00 FWT 2683.01 SWT 905.00
 OASDI 2248.12 SDI 0.00
 MED 525.77 SUI 0.00

CARGO SALES, INC.Check #: **085303**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/19/10 to : 09/25/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 36495.00 FWT 2457.17 SWT 830.00
 OASDI 2081.34 SDI 0.00
 MED 486.77 SUI 0.00

CARGO SALES, INC.Check #: **086050**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/31/10 to : 11/06/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 42325.00 FWT 2908.85 SWT 980.00
 OASDI 2414.90 SDI 0.00
 MED 564.78 SUI 0.00

CARGO SALES, INC.

Check #:086610

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 12/05/10 to : 12/11/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 46950.00 FWT 3285.25 SWT 1105.00
OASDI 2678.40 SDI 0.00
MED 626.40 SUI 0.00

CARGO SALES, INC.

Check #:086507

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 11/28/10 to : 12/04/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 46095.00 FWT 3209.97 SWT 1080.00
OASDI 2630.04 SDI 0.00
MED 615.09 SUI 0.00

CARGO SALES, INC.

Check #:086455

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 11/21/10 to : 11/27/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.07	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other		350.00			
Subtotal	350.00	Gross Pay		350.00	Total Tax	26.77	
Taxes	-26.77						
Deducts	0.00						
Net Pay	323.23						

Year-to-Date: Gross 45240.00 FWT 3134.69 SWT 1055.00
OASDI 2581.68 SDI 0.00
MED 603.78 SUI 0.00

CARGO SALES, INC.Check #: **086381**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 11/21/10 to : 11/27/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	24.00	513.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	8.00	171.00	SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
Subtotal	855.00	Hol	8.00	171.00	SUI	0.00	
		Comm					
Taxes	-159.95	Misc					
Deducts	-138.54	Other					
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 44890.00 FWT 3134.69 SWT 1055.00
OASDI 2559.98 SDI 0.00
MED 598.71 SUI 0.00

CARGO SALES, INC.Check #: **086263**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 11/14/10 to : 11/20/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-159.95	Misc					
Deducts	-138.54	Other					
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 44035.00 FWT 3059.41 SWT 1030.00
OASDI 2511.62 SDI 0.00
MED 587.40 SUI 0.00

CARGO SALES, INC.Check #: **086230**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 11/07/10 to : 11/13/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-159.95	Misc					
Deducts	-138.54	Other					
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 43180.00 FWT 2984.13 SWT 1005.00
OASDI 2463.26 SDI 0.00
MED 576.09 SUI 0.00

CARGO SALES, INC.

Check #:086050

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/31/10 to : 11/06/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 42325.00 FWT 2908.85 SWT 980.00
 OASDI 2414.90 SDI 0.00
 MED 564.78 SUI 0.00

CARGO SALES, INC.

Check #:086004

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/24/10 to : 10/30/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other		350.00			
Subtotal	350.00	Gross Pay		350.00	Total Tax	26.78	
Taxes	-26.78						
Deducts	0.00						
Net Pay	323.22						

Year-to-Date: Gross 41470.00 FWT 2833.57 SWT 955.00
 OASDI 2366.54 SDI 0.00
 MED 553.47 SUI 0.00

CARGO SALES, INC.

Check #: 085926

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/24/10 to : 10/30/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	8.00	171.00	SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00	Gross Pay		855.00	Total Tax	159.95	
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51						

Year-to-Date: Gross 41120.00 FWT 2833.57 SWT 955.00
 OASDI 2344.84 SDI 0.00
 MED 548.39 SUI 0.00

CARGO SALES, INC.Check #: **085804**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/17/10 to : 10/23/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 40265.00 FWT 2758.29 SWT 930.00
OASDI 2296.48 SDI 0.00
MED 537.08 SUI 0.00

CARGO SALES, INC.Check #: **085695**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

***-**-9616

Pay period : 10/10/10 to : 10/16/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 39410.00 FWT 2683.01 SWT 905.00
OASDI 2248.12 SDI 0.00
MED 525.77 SUI 0.00

CARGO SALES, INC.Check #: **085534**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/26/10 to : 10/02/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.07	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other		350.00			
Subtotal	350.00						
Taxes	-26.77						
Deducts	0.00						
Net Pay	323.23	Gross Pay		350.00	Total Tax	26.77	

Year-to-Date: Gross 37700.00 FWT 2532.45 SWT 855.00
OASDI 2151.40 SDI 0.00
MED 503.15 SUI 0.00

CARGO SALES, INC.Check #: **085456**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/26/10 to : 10/02/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	8.00	171.00	SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 37350.00 FWT 2532.45 SWT 855.00
OASDI 2129.70 SDI 0.00
MED 498.08 SUI 0.00

CARGO SALES, INC.Check #: **085303**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/19/10 to : 09/25/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 36495.00 FWT 2457.17 SWT 830.00
OASDI 2081.34 SDI 0.00
MED 486.77 SUI 0.00

CARGO SALES, INC.Check #: **085188**

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/12/10 to : 09/18/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-159.95						
Deducts	-138.54						
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 35640.00 FWT 2381.89 SWT 805.00
OASDI 2032.98 SDI 0.00
MED 475.46 SUI 0.00

CARGO SALES, INC.

Check #: 085074

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 09/05/10 to : 09/11/10		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	75.28	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -59.60
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
Subtotal	855.00	Hol	8.00	171.00	SUI	0.00	
		Comm					
Taxes	-159.95	Misc					
Deducts	-138.54	Other					
Net Pay	556.51	Gross Pay		855.00	Total Tax	159.95	

Year-to-Date: Gross 34785.00 FWT 2306.61 SWT 780.00
 OASDI 1984.62 SDI 0.00
 MED 464.15 SUI 0.00

CARGO SALES, INC.

Check #: 078828

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 08/23/09 to : 08/29/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	59.81	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -54.35
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-140.48	Misc					
Deducts	-227.34	Other					
Net Pay	487.18	Gross Pay		855.00	Total Tax	140.48	

Year-to-Date: Gross 34371.88 FWT 2466.49 SWT 821.00
 OASDI 1986.91 SDI 0.00
 MED 464.68 SUI 0.00

CARGO SALES, INC.

Check #: 078914

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 08/23/09 to : 08/29/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.07	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
Subtotal	350.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-26.77	Misc					
Deducts	0.00	Other		350.00			
Net Pay	323.23	Gross Pay		350.00	Total Tax	26.77	

Year-to-Date: Gross 34721.88 FWT 2466.49 SWT 821.00
 OASDI 2008.61 SDI 0.00
 MED 469.75 SUI 0.00

CARGO SALES, INC.

Check #: 078723

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 08/16/09 to : 08/22/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	59.81	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -54.35
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-140.48						
Deducts	-227.34						
Net Pay	487.18	Gross Pay		855.00	Total Tax	140.48	

Year-to-Date: Gross 33516.88 FWT 2406.68 SWT 800.00
OASDI 1938.55 SDI 0.00
MED 453.37 SUI 0.00

CARGO SALES, INC.

Check #: 078616

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 08/09/09 to : 08/15/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	59.81	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -54.35
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	VOLEYE -3.94
		Sick	8.00	171.00	SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-140.48						
Deducts	-227.34						
Net Pay	487.18	Gross Pay		855.00	Total Tax	140.48	

Year-to-Date: Gross 32661.88 FWT 2346.87 SWT 779.00
OASDI 1890.19 SDI 0.00
MED 442.06 SUI 0.00

CARGO SALES, INC.

Check #: 078517

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 08/02/09 to : 08/08/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	59.81	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -54.35
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-140.48						
Deducts	-227.34						
Net Pay	487.18	Gross Pay		855.00	Total Tax	140.48	

Year-to-Date: Gross 31806.88 FWT 2287.06 SWT 758.00
OASDI 1841.83 SDI 0.00
MED 430.75 SUI 0.00

CARGO SALES, INC.

Check #: 078398

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 07/26/09 to : 08/01/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	59.81	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -54.35
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	VOLEYE -3.94
		Sick	0.00		SDI	0.00	CARALLO' 0.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-140.48						
Deducts	-227.34						
Net Pay	487.18	Gross Pay		855.00	Total Tax	140.48	

Year-to-Date: Gross 30601.88 FWT 2227.25 SWT 737.00
 OASDI 1771.77 SDI 0.00
 MED 414.36 SUI 0.00

CARGO SALES, INC.

Check #: 078470

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 07/26/09 to : 08/01/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	VOLEYE 0.00
		Sick	0.00		SDI	0.00	CARALLO' 350.00
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other		350.00			
Subtotal	350.00	Gross Pay		350.00	Total Tax	26.78	
Taxes	-26.78						
Deducts	0.00						
Net Pay	323.22						

Year-to-Date: Gross 30951.88 FWT 2227.25 SWT 737.00
 OASDI 1793.47 SDI 0.00
 MED 419.44 SUI 0.00

CARGO SALES, INC.

Check #: 078295

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 07/19/09 to : 07/25/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	60.91	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00	Gross Pay		855.00	Total Tax	141.58	
Taxes	-141.58						
Deducts	-220.02						
Net Pay	493.40						

Year-to-Date: Gross 29746.88 FWT 2167.44 SWT 716.00
 OASDI 1723.41 SDI 0.00
 MED 403.05 SUI 0.00

CARGO SALES, INC.

Check #: 078193

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 07/12/09 to : 07/18/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	60.91	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-141.58						
Deducts	-220.02						
Net Pay	493.40	Gross Pay		855.00	Total Tax	141.58	

Year-to-Date: Gross 28891.88 FWT 2106.53 SWT 695.00
 OASDI 1675.05 SDI 0.00
 MED 391.74 SUI 0.00

CARGO SALES, INC.

Check #: 078092

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 07/05/09 to : 07/11/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	60.91	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	21.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-141.58						
Deducts	-220.02						
Net Pay	493.40	Gross Pay		855.00	Total Tax	141.58	

Year-to-Date: Gross 28036.88 FWT 2045.62 SWT 674.00
 OASDI 1626.69 SDI 0.00
 MED 380.43 SUI 0.00

CARGO SALES, INC.

Check #: 076632

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/29/09 to : 04/04/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	72.16	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	53.01	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.39	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-162.56						
Deducts	-145.02						
Net Pay	547.42	Gross Pay		855.00	Total Tax	162.56	

Year-to-Date: Gross 15016.88 FWT 1170.38 SWT 372.00
 OASDI 875.25 SDI 0.00
 MED 204.69 SUI 0.00

CARGO SALES, INC.

Check #: 076520

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/22/09 to : 03/28/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	72.16	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	53.01	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.40	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	25.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-162.57	Misc					
Deducts	-145.02	Other					
Net Pay	547.41	Gross Pay		855.00	Total Tax	162.57	

Year-to-Date: Gross 13811.88 FWT 1098.22 SWT 347.00
 OASDI 800.54 SDI 0.00
 MED 187.22 SUI 0.00

CARGO SALES, INC.

Check #: 076591

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/22/09 to : 03/28/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	CARALLO' 350.00
		Sick	0.00		SDI	0.00	
Subtotal	350.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-26.78	Misc					
Deducts	0.00	Other		350.00			
Net Pay	323.22	Gross Pay		350.00	Total Tax	26.78	

Year-to-Date: Gross 14161.88 FWT 1098.22 SWT 347.00
 OASDI 822.24 SDI 0.00
 MED 192.30 SUI 0.00

CARGO SALES, INC.

Check #: 076422

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/15/09 to : 03/21/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	81.40	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	53.01	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.39	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-172.80	Misc					
Deducts	-145.02	Other					
Net Pay	537.18	Gross Pay		855.00	Total Tax	172.80	

Year-to-Date: Gross 12956.88 FWT 1026.06 SWT 322.00
 OASDI 747.53 SDI 0.00
 MED 174.82 SUI 0.00

CARGO SALES, INC.

Check #: 076323

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/08/09 to : 03/14/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	32.00	684.00	FWT	70.15	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	22.00	CARALLO' 0.00
		Sick	8.00	171.00	SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-151.82						
Deducts	-220.02						
Net Pay	483.16	Gross Pay		855.00	Total Tax	151.82	

Year-to-Date: Gross 12070.00 FWT 944.66 SWT 296.00
 OASDI 692.54 SDI 0.00
 MED 161.97 SUI 0.00

CARGO SALES, INC.

Check #: 076398

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/08/09 to : 03/14/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	31.88	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	1.98	GROUP 0.00
Tips	0.00	OT2	0.00		MED	0.46	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc		31.88			
		Other					
Subtotal	31.88						
Taxes	-2.44						
Deducts	0.00						
Net Pay	29.44	Gross Pay		31.88	Total Tax	2.44	

Year-to-Date: Gross 12101.88 FWT 944.66 SWT 296.00
 OASDI 694.52 SDI 0.00
 MED 162.43 SUI 0.00

CARGO SALES, INC.

Check #: 076229

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 03/01/09 to : 03/07/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	70.15	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	22.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
		Hol	0.00		SUI	0.00	
		Comm					
		Misc					
		Other					
Subtotal	855.00						
Taxes	-151.82						
Deducts	-220.02						
Net Pay	483.16	Gross Pay		855.00	Total Tax	151.82	

Year-to-Date: Gross 11215.00 FWT 874.51 SWT 274.00
 OASDI 644.18 SDI 0.00
 MED 150.66 SUI 0.00

CARGO SALES, INC.

Check #: 076190

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 02/22/09 to : 02/28/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP 0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP 0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN 0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	CARALLO' 350.00
		Sick	0.00		SDI	0.00	
Subtotal	350.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-26.78	Misc					
Deducts	0.00	Other		350.00			
Net Pay	323.22	Gross Pay		350.00	Total Tax	26.78	

Year-to-Date: Gross 10360.00 FWT 804.36 SWT 252.00
 OASDI 595.82 SDI 0.00
 MED 139.35 SUI 0.00

CARGO SALES, INC.

Check #: 076119

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 02/22/09 to : 02/28/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	70.15	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	22.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-151.82	Misc					
Deducts	-220.02	Other					
Net Pay	483.16	Gross Pay		855.00	Total Tax	151.82	

Year-to-Date: Gross 10010.00 FWT 804.36 SWT 252.00
 OASDI 574.12 SDI 0.00
 MED 134.27 SUI 0.00

CARGO SALES, INC.

Check #: 076012

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 02/15/09 to : 02/21/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	855.00	Reg	40.00	855.00	FWT	70.15	401K EMP -94.05
Other	0.00	OT1	0.00		OASDI	48.36	GROUP -50.97
Tips	0.00	OT2	0.00		MED	11.31	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	22.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	855.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-151.82	Misc					
Deducts	-220.02	Other					
Net Pay	483.16	Gross Pay		855.00	Total Tax	151.82	

Year-to-Date: Gross 9155.00 FWT 734.21 SWT 230.00
 OASDI 525.76 SDI 0.00
 MED 122.96 SUI 0.00

CARGO SALES, INC.

Check #: 075912

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 02/08/09 to : 02/14/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	40.00	950.00	FWT	82.83	401K EMP -104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.69	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	950.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-175.77	Misc					
Deducts	-230.47	Other					
Net Pay	543.76	Gross Pay		950.00	Total Tax	175.77	

Year-to-Date: Gross 8300.00 FWT 664.06 SWT 208.00
OASDI 477.40 SDI 0.00
MED 111.65 SUI 0.00

CARGO SALES, INC.

Check #: 075805

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 02/01/09 to : 02/07/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	40.00	950.00	FWT	82.83	401K EMP -104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.68	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	950.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-175.76	Misc					
Deducts	-230.47	Other					
Net Pay	543.77	Gross Pay		950.00	Total Tax	175.76	

Year-to-Date: Gross 7350.00 FWT 581.23 SWT 182.00
OASDI 423.15 SDI 0.00
MED 98.96 SUI 0.00

CARGO SALES, INC.

Check #: 075682

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 01/25/09 to : 01/31/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	32.00	760.00	FWT	82.83	401K EMP -104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.69	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO' 0.00
		Sick	8.00	190.00	SDI	0.00	
Subtotal	950.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-175.77	Misc					
Deducts	-230.47	Other					
Net Pay	543.76	Gross Pay		950.00	Total Tax	175.77	

Year-to-Date: Gross 6050.00 FWT 498.40 SWT 156.00
OASDI 347.20 SDI 0.00
MED 81.20 SUI 0.00

CARGO SALES, INC.

Check #: 075765

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 01/25/09 to : 01/31/09		Earnings			Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars		
Gross	350.00	Reg	0.00	0.00	FWT	0.00	401K EMP	0.00
Other	0.00	OT1	0.00		OASDI	21.70	GROUP	0.00
Tips	0.00	OT2	0.00		MED	5.08	401KLOAN	0.00
Cash Tips	0.00	Vac	0.00		SWT	0.00	CARALLO'	350.00
		Sick	0.00		SDI	0.00		
Subtotal	350.00	Hol	0.00		SUI	0.00		
		Comm						
Taxes	-26.78	Misc						
Deducts	0.00	Other		350.00				
Net Pay	323.22	Gross Pay		350.00	Total Tax	26.78		

Year-to-Date: Gross 6400.00 FWT 498.40 SWT 156.00
OASDI 368.90 SDI 0.00
MED 86.28 SUI 0.00

CARGO SALES, INC.

Check #: 075583

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 01/18/09 to : 01/24/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	40.00	950.00	FWT	82.83	401K EMP
Other	0.00	OT1	0.00		OASDI	54.25	GROUP
Tips	0.00	OT2	0.00		MED	12.68	401KLOAN
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO'
		Sick	0.00		SDI	0.00	
Subtotal	950.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-175.76	Misc					
Deducts	-230.47	Other					
Net Pay	543.77	Gross Pay		950.00	Total Tax	175.76	

Year-to-Date: Gross 5100.00 FWT 415.57 SWT 130.00
OASDI 292.95 SDI 0.00
MED 68.51 SUI 0.00

CARGO SALES, INC.

Check #: 075484

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 01/11/09 to : 01/17/09		Earnings		Taxes		Deductions & Other Pays		
		Type	Hours	Dollars	Type	Dollars		
Gross	950.00	Reg	32.00	760.00	FWT	82.83	401K EMP	-104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP	-50.97
Tips	0.00	OT2	0.00		MED	12.69	401KLOAN	-75.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO'	0.00
		Sick	8.00	190.00	SDI	0.00		
Subtotal	950.00	Hol	0.00		SUI	0.00		
		Comm						
Taxes	-175.77	Misc						
Deducts	-230.47	Other						
Net Pay	543.76	Gross Pay		950.00	Total Tax	175.77		

Year-to-Date: Gross 4150.00 FWT 332.74 SWT 104.00
OASDI 238.70 SDI 0.00
MED 55.83 SUI 0.00

CARGO SALES, INC.

Check #: 075382

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 01/04/09 to : 01/10/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	40.00	950.00	FWT	82.83	401K EMP -104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.69	401KLOAN -75.00
Cash Tips	0.00	Vac	0.00		SWT	26.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	950.00	Hol	0.00		SUI	0.00	
		Comm					
Taxes	-175.77	Misc					
Deducts	-230.47	Other					
Net Pay	543.76	Gross Pay		950.00	Total Tax	175.77	

Year-to-Date: Gross 3200.00 FWT 249.91 SWT 78.00
OASDI 184.45 SDI 0.00
MED 43.14 SUI 0.00

CARGO SALES, INC.

Check #: 075275

Employee ID: FLENTKE

Employee Name: DANIEL J FLENTKE

490-72-9616

Pay period : 12/28/08 to : 01/03/09		Earnings		Taxes		Deductions & Other Pays	
		Type	Hours	Dollars	Type	Dollars	
Gross	950.00	Reg	16.00	380.00	FWT	82.83	401K EMP -104.50
Other	0.00	OT1	0.00		OASDI	54.25	GROUP -50.97
Tips	0.00	OT2	0.00		MED	12.69	401KLOAN -75.00
Cash Tips	0.00	Vac	16.00	380.00	SWT	26.00	CARALLO' 0.00
		Sick	0.00		SDI	0.00	
Subtotal	950.00	Hol	8.00	190.00	SUI	0.00	
		Comm					
Taxes	-175.77	Misc					
Deducts	-230.47	Other					
Net Pay	543.76	Gross Pay		950.00	Total Tax	175.77	

Year-to-Date: Gross 2250.00 FWT 167.08 SWT 52.00
OASDI 130.20 SDI 0.00
MED 30.45 SUI 0.00

Certificate Number: 02910-MOE-CC-013375301



02910-MOE-CC-013375301

CERTIFICATE OF COUNSELING

I CERTIFY that on December 22, 2010, at 1:56 o'clock PM EST, Daniel Flentke received from InCharge Education Foundation, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Eastern District of Missouri, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: December 22, 2010 By: /s/Matthew Chambers

Name: Matthew Chambers

Title: Certified Bankruptcy Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).

Daniel Joseph Flentke
Case type: bk **Chapter:** 7 **Vol:** v **Judge:** Barry S. Schermer
Date filed: 05/02/1989
Date terminated: 09/19/1989

Query

[Alias](#)[Associated Cases](#)[Attorney](#)[Case Summary](#)[Creditor](#)[Deadline/Schedule](#)[Docket Report ...](#)[Filers](#)[History/Documents](#)[Notice of Bankruptcy Case Filing](#)[Party](#)[Related Transactions](#)[Status](#)[Trustee](#)[Claims Register](#)[Creditor Mailing Matrix](#)

4:89-bk-41771

GOLDBERG LAW FIRM, LLC.

6901 Gravois Avenue, St. Louis, MO 63116

Licensed in:
Washington, D.C.
Missouri & Illinois

Phone: 314-771-1900
Fax: 314-771-1903

December 22, 2010

InCharge Education Foundation
PO Box 863906
Orlando, FL 32886

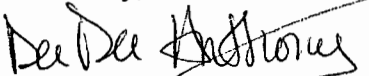
Re: Daniel Flentke
Pre-filing Counseling
Debtor ID.: 868826

Dear Counselors:

Enclosed please find a draft in the amount of \$30.00 for our client, Daniel Flentke, for his pre-filing bankruptcy class. Thank you for your time and consideration in this matter.

GOLDBERG LAW FIRM, LLC

Sincerely,



Dee-Dee Anthony
Paralegal for Nathan H. Goldberg
Attorney at Law

WESTERN UNION **MONEY ORDER**

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

QT QuikTrip

(ISSUING AGENT)

A 512997 D 122210

T 1155 01

141961873640 L 000668

14-196187364

\$ 30.00

PAY EXACTLY THIRTY DOLLARS AND NO CENTS

PAY TO THE ORDER OF InCharge Education

4631 Rosa Ave STL Mo 63116 PURCHASER'S ADDRESS

868826 PAY IDENTIFICATION ACCT. #

Daniel Flentke PURCHASER'S SIGNATURE

⑆102100400⑆ 40141961873640⑈

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

AGT 512997 LOC 000668 DT 122210 \$30.00 30DOLLARS AND NO CENTS

Payable to: Incharge Education
 RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
 PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660

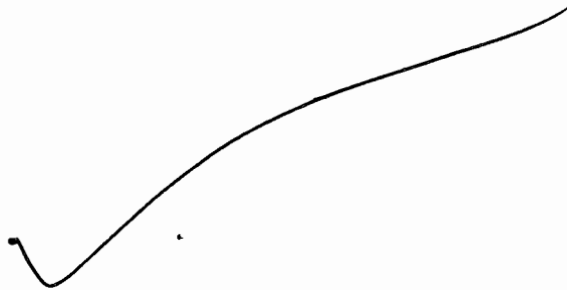


D and L Management Services, Inc.
P.O.Box 283
DeSoto, Mo. 63020
(636)586-8226 (866)586-8226 Fax (636)586-8274

Daniel Flentke
4631 Rosa Ave.
St. Louis, MO. 63116

July 20th, 2009

Southwest Oral Surgery
Account # 14787
Balance Due: \$ 58.85



Dear Sir or Madam,

According to our records, we have contacted you previously to get the above mentioned account resolved. We still have not received payment in full or satisfactory arrangements to pay the account.

Our client has now authorized us to report the account to the credit bureau. Please be advised that unless you contact this office immediately with satisfactory arrangements to pay the total due, we may begin the process to report the account to the credit bureau.

It is your option as to whether this action is taken. We are willing to work with you to get this resolved, however, we must have your cooperation. Please contact our office immediately, so arrangements can be made to pay the account.

Make all checks and money orders payable to D and L Management Services, Inc., and include your account # before mailing to the above listed address.

Sincerely,

David Jones
Account Manager

This is an attempt to collect a debt. Any information obtained will be used for this purpose.

726 Exchange Street, Suite 700
Buffalo, New York 14210



CAPITAL MANAGEMENT SERVICES, LP
726 Exchange Street - Suite 700, Buffalo, NY 14210
Office Hours: M-Th 8 a.m. - 11 p.m. ET
Fri 8 a.m. - 10 p.m., Sat 8 a.m. - 4 p.m. ET
Toll Free: 1-800-355-3293, Fax: (716) 852-1620

Reference# 065015349



T23 PJ*****AUTO**MIXED AADC 140

Daniel J Flentke
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

Previous Creditor: JUNIPER
Current Creditor: Barclaycard US
Account #: 694616
AMOUNT ENCLOSED: _____
Balance: \$1277.71

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

December 03, 2010

Dear Daniel J Flentke:

This company has been engaged by Barclaycard US to resolve your delinquent debt of \$1277.71. Please submit your payment and make your check or money order payable to Capital Management Services, LP. to the above address.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different than the current creditor.

Our representatives are trained to offer assistance regarding this obligation. For payment arrangements or account inquiries, you may contact Capital Management Services, LP. at 726 Exchange Street, Suite 700, Buffalo, NY 14210 or call 1-800-355-3293 Mon. through Thurs. 8 am to 11 pm ET, Fri. 8 am to 10 pm ET, Sat. 8 am to 4 pm ET. You may also make payments online at: www.cms-trans.com.

This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.

PO BOX 15630
DEPT 02
WILMINGTON, DE 19850

NCO FINANCIAL SYSTEMS, INC.

507 Prudential Road, Horsham, PA 19044

888-899-4780

OFFICE HOURS:

8AM-9PM MON THRU THURSDAY

8AM-5PM FRIDAY

8AM-12PM SATURDAY

Nov 5, 2010

Calls to or from this company may be monitored
or recorded for quality assurance.

9381-263



EIA652
DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

Creditor	Creditor's Acct #	Regarding	CurBalDue
BARCLAYS BANK DELAWARE	XXXXXXXXXX5240	JUNIPER	1277.71

The account(s) remain(s) unpaid. Please send payment to the address below.

To assure proper credit, please enclose the bottom portion of this letter, or a copy thereof, with your payment and/or correspondence.

You may also make payment by visiting us online at www.ncofinancial.com. Your unique registration code is CEIA6520-29FBIF. To receive future notices for the account(s) by e-mail, visit www.ncofinancial.com for details.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

Our Account #	Current Balance Due
EIA652	\$ 1277.71

DANIEL J FLENTKE

Payment Amount



\$

.

Check here if your address or phone number has
changed and provide the new information below.

Mail Payment To:

|||||

NCO FINANCIAL SYSTEMS

PO BOX 15372

WILMINGTON, DE 19850-5372

NCOP E
263

010200EIA6526000000320000000001277710

JUNIPER

Payment Due Date	October 30, 2009
Minimum Payment Due	\$76.41
Previous Balance	\$742.53
Current Balance	\$800.91

Customer News

IMPORTANT ACCOUNT INFORMATION

Your account remains past due and may be reported as past due to the credit bureaus. Please send at least the minimum payment due immediately. If you are experiencing financial difficulty and need to make a payment arrangement please call 1-888-232-0780.

IMPORTANT ACCOUNT INFORMATION

Your account balance is nearing your Credit Line. As a result, Late Fees or Finance Charges could push your balance over the line. To avoid Overlimit fees, please be sure you stay below your line.

MasterCard® Statement

Primary Account Number Ending in: 5240
Statement Closing Date: October 05, 2009

Page 1 of 2

www.juniper.com

Account Summary

Payment Due Date	October 30, 2009	Previous Balance	\$742.53
Minimum Payment Due	\$76.41	Payments	\$0.00
Credit Line	\$850.00	Credits	\$0.00
Credit Available	\$49.09	Purchases	\$0.00
Over Credit Line Amount	\$0.00	Balance Transfers/Checks	\$0.00
Cash Credit Line	\$170.00	Cash Advances	\$0.00
Cash Credit Available	\$0.00	Service Charges	\$39.00
Past Due Amount	\$49.03	Finance Charges	\$19.38
		Current Balance	\$800.91

Transaction Activity for DANIEL J FLENTKE - card ending in 5240

SERVICE CHARGES

Trans Date	Posting Date	Transaction Description	Amount
09/29	09/29	LATE PAYMENT	\$39.00

Periodic Rate Finance Charge Summary

	Average Daily Balance	Periodic Rate	Corresponding ANNUAL PERCENTAGE RATE (APR)	Periodic Rate FINANCE CHARGE
Purchases	\$760.58	0.0822%	29.99%	\$19.38
Balance Transfers/Checks	\$0.00	0.0822%	29.99%	\$0.00
Cash Advance	\$0.00	0.0822%	29.99%	\$0.00
Effective ANNUAL PERCENTAGE RATE:			29.99%	
The effective APR represents your total finance charges - including transaction fees such as cash advances and balance transfer fees expressed as a percentage. Daily Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE(S) may vary. Please read the Important Information section of this statement.				

Payment Coupon

Make payments online at
www.juniper.com

☐ Check for address change.
Complete form on the back.

Amount Enclosed: \$

Account Number 5140-2180-0916-5240
Minimum Payment Due \$76.41
Current Balance \$800.91
Payment Due Date October 30, 2009

JUNIPER



Card Services
P.O. Box 13337
Philadelphia, PA 19101-3337



1026027 01 AT 0.357 **AUTO T0 1 3116 63116-123531 12 A1D0010201-P26053



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

514021800916524000007641000800912

1026027-0041342-A1D0010201



LTD Financial Services, L.P.
7322 Southwest Freeway, Suite 1600
Houston, Texas 77074
Phone: 713/773-3100
Fax: 713/414-2126

NOVEMBER 03, 2010

CREDITOR: THE HOME DEPOT
CITIBANK (SOUTH DAKOTA) NA
ACCOUNT #: CHA 6035320297449538

REF NO: 013715634
BALANCE: \$728.67

DANIEL J FLENTKE

4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

***** SETTLEMENT IN FULL OFFER *****

This letter is from LTD Financial Services L.P., a debt collection company. This is an attempt to collect a debt and any information obtained will be used for that purpose. Acceptance of this offer will completely absolve you of this debt with the above named creditor. You will owe no more money on this account.

If the discharged amount of your settlement is \$600.00 or more after the final payment of your settlement is received, the above named creditor may be required to notify the IRS of that amount. You will receive a copy of the 1099C form that will be filed with the IRS. You should consult independent tax counsel of your own choosing if you desire advice about any tax consequences that may result from this settlement.

PAYMENT PLAN 1

Make 1 payment
of \$327.90 due
11/29/2010.

YOU SAVE:

PAYMENT PLAN 2

Make 3 payments
of \$133.59 with
the first
payment due
11/29/2010.
Successive
payments are due
the 28th of each
month.

YOU SAVE:

PAYMENT PLAN 3

Make 12 payments
of \$36.44 with
the first
payment due
11/29/2010.
Successive
payments are due
the 28th of each
month.

YOU SAVE:

LTD FINANCIAL SERVICES, L.P.
P.O. BOX 630788
HOUSTON, TX, 77263-0788

Account Statement



Send Notice of Billing Errors and
Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO BOX 653000, DALLAS TX 75265-3000

Customer Service:
myhomedepotaccount.com
or 1-866-458-7683
Account: 6035 3202 9744 9538

Mailed payments must be
received by 5:00 p.m.
Eastern Time on
FEBRUARY 09, 2010

Closing Date	Next Closing Date	Credit Line	Credit Available	Payment Due Date	Minimum Payment Due
JANUARY 12, 2010	FEBRUARY 09, 2010	\$0.00	\$0.00	FEBRUARY 09, 2010	\$195.00
Opening Balance	Payments & Credits	Purchases/Other Charges	FINANCE CHARGES	New Balance	
Revolving Balance†	\$550.80	\$0.00	\$35.00	\$9.12	\$594.92
Promotion Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Balance	\$550.80	\$0.00	\$35.00	\$9.12	\$594.92

† Revolving Balance includes non-promotional transactions plus Promotions that have expired.

CURRENT ACTIVITY

Transaction Date Location/Transactions Amount

We may be able to temporarily reduce your monthly payment and finance charge. Our Account Resolution Specialists are available to provide assistance. Please contact us at 1-866-752-0874, visit us online at myhomedepotaccount.com, or go to your local The Home Depot store.

Your late fee was based on an account balance of \$550.80, which was your account balance on the late fee transaction date.

SEE BACK OF STATEMENT FOR INFORMATION ON GRACE PERIOD AND PROMOTIONAL OFFERS.

01/07	LATE FEE	\$	35.00
01/12	*BILLED FINANCE CHARGES*	\$	9.12

ANNUAL PERCENTAGE RATE on the account: 17.99%**

** The "ANNUAL PERCENTAGE RATE on the account" includes all transaction and periodic finance charges imposed this billing period on all balances on which finance charges were imposed. Finance charges may be accruing on promotional balances and may be billed to your account under the terms of the promotional offer. Refer to the corresponding APR for the APR that applies to each balance.

FINANCE CHARGE SUMMARY

	Balance Subject to Finance Charge	Daily Periodic Rate	Corresponding ANNUAL PERCENTAGE RATE	Days in Billing Period	Periodic FINANCE CHARGES	Other FINANCE CHARGES
Current Billing Period						
REGULAR REVOLVE CREDIT PLAN	\$561.53	0.04928%(M)	17.99%	33	\$9.12	-

There may be a quick (and simple) way to bring your account up to date.



Your tax refund can help make it happen.

Many customers have resolved overdue amounts by using their tax refund money. It's simple and convenient. If you're not expecting a refund, we may have payment options available.

Call 1-866-518-6159 today! We have payment options and plans that you may not be aware of. So it's important for you to call today.

This Account Issued by Citibank (South Dakota), N.A.

Page 1 of 2

↑ Please detach here.



Your Account Number	New Balance	Payment Due Date	Amount Past Due	Minimum Payment Due	Amount Enclosed
6035 3202 9744 9538	\$594.92	FEBRUARY 09, 2010	\$144.00	\$195.00	\$

Make Checks Payable to:
HOME DEPOT CREDIT SERVICES

Starting February 22, 2010, minimum monthly payments are required on new promotional purchases.

6035320297449538005949200100000019500105

KBAVHD1 1 1/12/10 32939 A



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

HOME DEPOT CREDIT SERVICES
PO BOX 182676
COLUMBUS, OH 43218-2676



Print address changes above in blue or black ink.

351024120129390001

AllianceOne

Receivables Management, Inc.

1684 Woodlands Dr. Ste 150
Maumee OH 43537

↑ Please send all correspondence to the above address

Telephone: 888-419-2387

December 15, 2010

Name : DANIEL J FLENTKE

Account Number : 19239246

PIN : T92468

Client Reference Number : 607345775

Client : CREDIT FIRST NA CT

1148.44

You have not resolved this seriously past due account. Do you intend to pay this bill?

This bill is not going to go away. Send payment in full to avoid further steps to enforce collection. If you wish to discuss this account you may contact us at the telephone number listed above.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically for the agreed dates and amounts, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

As of the date of this letter, you owe \$1148.44. Your account balance may be periodically increased due to the addition of accrued interest or other charges if so provided in your agreement with your original creditor.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510987
LIVONIA MI 48151-6987
RETURN SERVICE REQUESTED



↑ Mail return address only; send no letters

To contact us regarding your account, call.
888-419-2387

AllianceOne
Receivables Management, Inc.

Regarding		
CREDIT FIRST NA CT		1148.44
Client Reference Number	Balance	Amount Enclosed
607345775	\$1148.44	\$.

↓ Please make check or money order payable to:

S-ONAMFC10 L-3007 A-19239246 O-TO2
P1BYMU00213742 I13752

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235



ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 3102
SOUTHEASTERN PA 19398-3102

T02 0000000607345775 19239246 5 00000000 0000114844 0000000000 4



BK-16 / Credit Operations
PO Box 81410
Cleveland, Ohio 44181-0410

November 10, 2009

003273

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

Balance Due: \$1,042.46
Minimum Due: \$260.00
Due Date: 11/20/09

Reference: FIRESTONE COMPLETE AUTO CARE ACCOUNT #607345775

Dear Accountholder:

We have been very patient about your neglect of this account but it has now reached the point where more serious collection action must be considered.

Your past due account may be placed with a third party collection agency to take the necessary steps to recover the entire balance. Payment of \$260.00 now or mutually acceptable payment arrangements can prevent this from occurring.

Please give this matter your immediate attention and contact us today at one of the numbers listed below.

Cleveland, Ohio residents: 216-362-3400
All other areas: 1-800-321-1150

Sincerely,

D.S Miller
Director of Credit Operations

UNITED COLLECTION BUREAU, INC.
5620 SOUTHWYCK BLVD SUITE 206
TOLEDO OH 43614

1-877-387-3432

December 10, 2009

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

Re: CITI MASTERCARD
Creditor: CITIBANK (SOUTH DAKOTA) NA
Account No: 5424180691042268
Service Date:
Balance Due: \$467.55

Unless you dispute the validity of this debt or any portion thereof, please make your payment to Citi at the remit address below or call our office for arrangements.

As of the date of this letter, you owe the above referenced balance. Because of interest charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your check is received. For further information, write this office or call the above referenced number.

When calling our office at 1-877-387-3432, please refer to reference number 51163088.

Sincerely,
United Collection Bureau, Inc.

Business Hours: 8:30AM – 11:00PM Eastern Time Monday – Friday
8:30AM – 12:00PM Eastern Time Saturday

This is an attempt to collect a debt by UCB, Inc., a debt collector, and any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

ICU027000CDN

PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.

Re: CITI MASTERCARD
Creditor: CITIBANK (SOUTH DAKOTA) NA
Creditor Account No: 5424180691042268
UCB Account No:
Balance Due: \$467.55



PO BOX 140310
TOLEDO OH 43614

ADDRESS SERVICE REQUESTED

☐ Please check box if address shown is incorrect or insurance information has changed, and indicate change(s) on reverse side.

51163088-CDN 261222809



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

REMIT TO:

CITIBANK (SOUTH DAKOTA) NA
PO BOX 140310
TOLEDO OH 43614

Have you been a victim of Identity Theft? CitiFinancial can help you. Call (314) 966-6020 today.

Send no payment. You're enrolled in AutoPay so payment is deducted from your checking account.

Past Due Loan Amount	\$ 0.00	Due Date	10/01/09	*Not a payoff balance; call us for details.	FOR STATEMENT INQUIRIES:
Loan Payment	\$ 327.14	Current Balance*	\$ 10,160.25		CitiFinancial
Total Payment Due	\$ 327.14	Prior Balance	\$ 10,281.85		379 WATSON PLAZA
					ST LOUIS, MO 63126-1964
					(314) 966-6020

YOUR ACCOUNT ACTIVITY DURING THIS BILLING PERIOD

DESCRIPTION	AS OF 09/11/09	AMOUNT	APPLIED TO LATE CHARGE/FEES	APPLIED TO BALANCE	APPLIED TO INTEREST
Payment - THANK YOU	09/01/09	-327.14		-121.60	-205.54

TO APPLY FOR ADDITIONAL FUNDS, CALL
(314) 966-6020

REFERENCE YOUR ACCOUNT NUMBER:
67250431-0106906

Credit Bureau Disputes: CitiFinancial, Credit Bureau Corrections Dept., 300 St. Paul Place, BSP13A, Baltimore, MD 21202; Bankruptcy Real Estate: CitiFinancial Bankruptcy Dept., P.O. Box 140069, Irving, TX 75014-0069; Bankruptcy Personal: CitiFinancial, Bankruptcy Dept., P.O. Box 140489, Irving, TX 75014-0489.

In Missouri: CitiFinancial Services, Inc.

OVERPAYMENT: The amount of any overpayment will be applied to reduce the outstanding principal balance. However, interest will continue to accrue on the new outstanding balance. A payment is required each month under the terms of your loan agreement.

CITIFINANCIAL SERVICES, INC.
379 WATSON PLAZA
ST LOUIS, MO 63126-1964

Account Number 67250431-0106906

Address Service Requested

citifinancialSM

YOUR PAYMENT COUPON

Direct Debit Date 10/01/09
Regular Loan Payment Amount \$327.14
Past Due Amount

**The Payment Due Will
Be Debited From Your
Account On Date Indicated**

For address or telephone corrections call:
1-314-966-6020

☐ Please check here to indicate mailing address / phone number changes and enter them on back of coupon.

DIRECT DEBIT ADVICE FROM CITIFINANCIAL SERVICES, INC.



Mail Payment To: CitiFinancial
P.O. Box 6931
The Lakes, NV 88901-6931



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

01 01 111290 3
580
RS02



067250431010690600327140032714000000088901693103



2810 Southampton Road, Suite 10
Philadelphia, PA 19154-1207

15590884

17 25 00005176 A
784960

TATE & KIRLIN ASSOCIATES

2810 Southampton Road, Suite 10
Philadelphia, PA 19154-1207
Toll Free (877) 846-3931 • (267) 295-9114



Daniel Flentke
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

November 17, 2010

Creditor: CITI FINANCIAL
Client Ref #: 672009160142060
Account#: 15590884
Total Due: \$9,544.59

IMPORTANT NOTICE

Our client has authorized us to offer a limited time settlement for 50% of your balance or \$4,772.30 to resolve this debt. This payment must be received in our office by December 8, 2010 or this offer is void.

Please contact our office at our toll free number should you have any questions or wish to determine if this settlement offer can be made in installments.

Please retain the upper portion of this letter for your records.

Yours truly,

Thomas McNamee

This is an attempt to collect a debt and any information obtained will be used for that purpose. Tate & Kirlin Associates is a professional debt collection agency.

----- Please detach and return bottom portion with your payment in the envelope supplied; be sure the address below shows through the return envelope window. -----

November 17, 2010
Daniel Flentke
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

Creditor: CITI FINANCIAL
Client Ref #: 672009160142060
Account#: 15590884
Total Due: \$9,544.59

Please indicate any address changes below:

Address: _____
City, State, Zip _____
Home Phone #: _____
Business Phone #: _____



Tate & Kirlin Associates
2810 Southampton Road, Suite 10
Philadelphia, PA 19154-1207

If you are paying by check or money order, please make your payment payable to Citi.

Past Due Loan Amount	\$ 4,291.44	Due Date	01/01/11	*Not a payoff balance; call us for details.	FOR STATEMENT INQUIRIES: CitiFinancial 3950 REGENT BLVD, S2A-283 IRVING, TX 75063-2244 (800) 346-3051
Loan Payment	\$ 327.14	Current Balance*	\$ 9,544.59		
Total Payment Due	\$ 4,618.58	Prior Balance	\$ 9,544.59		

YOUR ACCOUNT ACTIVITY DURING THIS BILLING PERIOD

DESCRIPTION	AS OF 12/13/10	AMOUNT	APPLIED TO LATE CHARGE/FEES	APPLIED TO BALANCE	APPLIED TO INTEREST
**** No Activity ****					

RSGE13

www.citifinancial.com

REFERENCE YOUR ACCOUNT NUMBER:

67200916-0142060

Credit Bureau Disputes: CitiFinancial, Credit Bureau Corrections Dept., 300 St. Paul Place, BSP13A, Baltimore, MD 21202; Bankruptcy Real Estate: CitiFinancial Bankruptcy Dept., P.O. Box 140069, Irving, TX 75014-0069; Bankruptcy Personal: CitiFinancial, Bankruptcy Dept., P.O. Box 140489, Irving, TX 75014-0489.

In Maryland: CitiFinancial, Inc. - NMLS No. 2807

OVERPAYMENT: The amount of any overpayment will be applied to reduce the outstanding principal balance. However, interest will continue to accrue on the new outstanding balance. A payment is required each month under the terms of your loan agreement.

CITIFINANCIAL
3950 REGENT BLVD, S2A-283
IRVING, TX 75063-2244

citi financialSM

Account Number 67200916-0142060

Address Service Requested

Please mail this coupon
with your payment.

YOUR PAYMENT COUPON

Total Payment Due	\$4,618.58
Payment Due Date	01/01/11
Total Payment Amount Enclosed	\$

☐ Please check here to indicate mailing address / phone number changes and enter them on back of coupon.

Mail Payment To: CitiFinancial
P.O. Box 183172
Columbus, OH 43218-3172

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

01 02 169465 5
8
RS01

067200916014206004618580032714000000043218317208

**HEAVNER, SCOTT, BEYERS & MIHLAR, LLC
ATTORNEYS AT LAW**

RICHARD L. HEAVNER
J. GREGORY SCOTT
JAMES A. COALE
JULIE BEYERS
FAIQ MIHLAR *
MEREDITH PITTS
PATRICK RYKHUS
JOSHUA R. STEIMAN
JAMES LOWRY
KATIE WHITEHEAD
BRET COALE
JOSEPH R. WETZEL
HEATHER GIANINNO
*also licensed in Missouri

PLEASE REPLY TO:
P.O. BOX 740
DECATUR, IL 62525

MAIN OFFICE
111 EAST MAIN STREET, SUITE 200
DECATUR, IL 62523
TELEPHONE: (217) 422-1719
FAX: (217) 422-1754

CHICAGO OFFICE
60 WEST RANDOLPH, SUITE 200
CHICAGO, IL 60601
TELEPHONE: (312) 762-9244
FAX: (312) 762-9284

FEIN NO. 37-1258545

November 10, 2009

Daniel Flentke
4631 Rosa Avenue
St. Louis, MO 63116

Dear Mr. Flentke,

I represent CitiFinancial Services, Inc. to whom you owe the delinquent amount of \$670.64. If you want to resolve this matter without a lawsuit, you must either pay CitiFinancial Services, Inc. the past due balance of **\$670.64 by November 20, 2009**, or call Linda Czech at 214-966-6020 and work out arrangements for payment. Please note that if you wish to remit payment, said payment should be made to CitiFinancial Services, Inc., 379 Watson Plaza, Crestwood, MO 63126, 214-966-6020. If you do neither of these things, following 10 days from the date of this letter, I will be entitled to file a lawsuit against you for the collection of this debt.

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, I will assume that it is valid. If you do dispute it – by notifying me in writing to that effect – I will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor (CitiFinancial Services, Inc.), I will furnish you with that information too.

The law does not require me to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.

This is an attempt to collect a debt and any information obtained will be used for that purpose. Your prompt attention to this matter is appreciated.

Sincerely,

Faiq Mihlar
Faiq Mihlar

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

FM:smw

cc: Linda Czech – CitiFinancial Services, Inc.

Past Due Loan Amount	\$ 3,964.30	Due Date	12/01/10	*Not a payoff balance; call us for details.	FOR STATEMENT INQUIRIES: CitiFinancial 3950 REGENT BLVD, S2A-283 IRVING, TX 75063-2244 (800) 346-3051
Loan Payment	\$ 327.14	Current Balance*	\$ 9,544.59		
Total Payment Due	\$ 4,291.44	Prior Balance	\$ 9,544.59		

YOUR ACCOUNT ACTIVITY DURING THIS BILLING PERIOD

DESCRIPTION	AS OF 11/11/10	AMOUNT	APPLIED TO LATE CHARGE/FEES	APPLIED TO BALANCE	APPLIED TO INTEREST
*** No Activity ***					

120504

RSGE13

www.citifinancial.com

REFERENCE YOUR ACCOUNT NUMBER:

67200916-0142060

Credit Bureau Disputes: CitiFinancial, Credit Bureau Corrections Dept., 300 St. Paul Place, BSP13A, Baltimore, MD 21202; Bankruptcy Real Estate: CitiFinancial Bankruptcy Dept., P.O. Box 140069, Irving, TX 75014-0069; Bankruptcy Personal: CitiFinancial, Bankruptcy Dept., P.O. Box 140489, Irving, TX 75014-0489.

In Maryland: CitiFinancial, Inc. - NMLS No. 2807

OVERPAYMENT: The amount of any overpayment will be applied to reduce the outstanding principal balance. However, interest will continue to accrue on the new outstanding balance. A payment is required each month under the terms of your loan agreement.

CITIFINANCIAL
3950 REGENT BLVD, S2A-283
IRVING, TX 75063-2244

Account Number 67200916 - 0142060

citi financialSM

Address Service Requested

Please mail this coupon
with your payment.

YOUR PAYMENT COUPON

Total Payment Due	\$4,291.44
Payment Due Date	12/01/10
Total Payment Amount Enclosed	\$

☐ Please check here to indicate mailing address / phone number changes and enter them on back of coupon.

Mail Payment To: CitiFinancial
P.O. Box 183172
Columbus, OH 43218-3172

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

01 02 127654 4
8

RS01

067200916014206004291440032714000000043218317209

David R. Gamache
Edward J. Myers
James F. Mueller
Mary K. Mazanec
Craig A. Overstreet
Raymond P. Bozarth
Sara A. Monks
Donald A. Horowitz
Donald C. Tippet *
Jennifer A. Cook *
Brian R. Betner
Matthew J. Kallial

Law Offices
GAMACHE & MYERS, P.C.
1000 Camera Avenue Suite A
Crestwood (St. Louis), MO 63126
314-835-6602 314-835-6604 (fax)

September 21, 2010

SEND ALL CORRESPONDENCE TO ST. LOUIS MO OFFICE

Arkansas Office

103B N. College
Fayetteville, AR 72701
866-651-2022
866-651-2024 (fax)

Missouri Of Counsel
Mayer S. Klein, Member of
Frankel, Rubin, Bond, Dubin, Seigel & Klein,
P.C.

* Licensed in Arkansas

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

RE: CAPITAL ONE BANK (USA) NA

OUR FILE NO.: 10104790

Dear Sir/Madam:

In reviewing your account today, there appears to be an **unpaid balance** of \$841.12.

Our client would be willing to **settle** your account for \$714.95, provided this amount is paid **within 10 days** from the date of this letter. We are not obligated to renew this offer.

If you are unable to pay the above settlement, please call us at the telephone number shown above **within 10 days** to discuss payment options.

Sincerely yours,

GAMACHE & MYERS, P.C.

By:



DAVID R. GAMACHE

D323A/LMA
File #: 10104790

"THIS COMMUNICATION IS FROM A DEBT COLLECTOR, IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."



Page 1 of 1 1-800-258-9319
www.capitalone.com/solutions

Jun. 18 - Sep. 17, 2010

VISA PLATINUM

4862-3625-0023-6958

NEW BALANCE

\$839.47

PAYMENT DUE

\$839.47

DUE DATE

Past Due

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance

\$801.78

Payments and Credits

\$0.00

Fees

\$0.00

Interest Charged

\$37.69

New Balance

\$839.47

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR DANIEL J FLENTKE #6958

FEES

Total Fees This Period \$0.00
Total Fees This Year \$195.00

INTEREST CHARGED

1 17 JUL INTEREST CHARGE \$12.29
2 17 AUG INTEREST CHARGE \$12.70
3 17 SEP INTEREST CHARGE \$12.70

Total Interest This Period \$37.69
Total Interest This Year \$111.89

Help is Available.
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.600%	\$762.91	\$37.69

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 4862362500236958 17 0839470000000839474



Account Number: 4862-3625-0023-6958

Due Date

New Balance

Amount Enclosed

Past Due

\$839.47

.

Manage your
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

45692
0205

Capital One Bank (USA), N.A.
P.O. BOX 71083
CHARLOTTE, NC 28272-1083



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



2810 Southampton Road
Philadelphia, PA 19154-1207

15576507

37 91 00007965 A
781950

TATE & KIRLIN ASSOCIATES

2810 Southampton Road
Philadelphia, PA 19154-1207
Toll Free (877) 846-3731 • (267) 295-9112
www.paytka.com



Daniel J Flentke
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

November 9, 2010

Creditor: HSBC FINANCE CORPORATION
Previous Creditor: BENEFICIAL
Client Ref #: 55170700603452
Account#: 15576507
Total Due: \$10,491.30

IMPORTANT NOTICE

Our client has authorized us to offer a limited time settlement for 45% of your balance or \$4,721.09 to resolve this debt. This payment must be received in our office by November 30, 2010 or this offer is void.

Please contact our office at our toll free number should you have any questions or wish to determine if this settlement offer can be made in installments.

You may also make a payment on your account at www.paytka.com.
To access the website use Customer #: 15576507

Please retain the upper portion of this letter for your records.

Yours truly,

Thomas McNamee

This is an attempt to collect a debt and any information obtained will be used for that purpose. Tate & Kirlin Associates is a professional debt collection agency.

Please detach and return bottom portion with your payment in the envelope supplied; be sure the address below shows through the return envelope window.

November 9, 2010
Daniel J Flentke
4631 ROSA AVE
SAINT LOUIS, MO 63116-1235

Creditor: HSBC FINANCE CORPORATION
Previous Creditor: BENEFICIAL
Client Ref #: 55170700603452
Account#: 15576507
Total Due: \$10,491.30

Please indicate any address changes below:

Address: _____
City, State, Zip _____
Home Phone #: _____
Business Phone #: _____

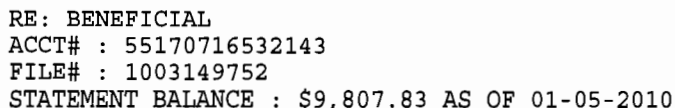


IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW

<input type="checkbox"/>	CARD NUMBER	EXP. DATE
	SIGNATURE	
<input type="checkbox"/>	AMOUNT	CVV/CID (3-Digit Verification Code on Back of Card)



Tate & Kirlin Associates
2810 Southampton Road
Philadelphia, PA 19154-1207



NCB MANAGEMENT SERVICES, INC.
PO BOX 1099
LANGHORNE, PA 19047



Prepared for: **DANIEL J FLENTKE**

January 2010 Statement

Credit Line: **\$2,900.00**

Cash or Credit Available:

Account Number: **4264 2826 0150 2757**

Account Information

Summary of Transactions

Previous Balance		\$3,340.78
Payments and Credits	-	\$0.00
Purchases and Adjustments	+	\$39.00
Periodic Rate Finance Charges	+	\$94.86
Transaction Fee Finance Charges	+	\$0.00
New Balance Total		\$3,474.64

Billing Cycle and Payment Information

Days in Billing Cycle	34
Closing Date	01/05/10
Payment Due Date	02/01/10
Current Payment Due	\$167.00
Past Due Amount	+ \$522.00
Total Minimum	
Payment Due	\$ 689.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-789-6685

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 851001
DALLAS, TX 75285-1001

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 12/29		12/29	12/29	3340		39.00

Important Information About Your Account

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.082164% V	29.99%	S	\$0.00
Cash Advances		0.082164% V	29.99%	S	\$2,824.69
Purchases		0.082164% V	29.99%	S	\$570.98

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

29.99%

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect)

04 0034746400068900000095000004264282601502757

BANK OF AMERICA
P.O. BOX 851001
DALLAS, TX 75285-1001



SS 0108 BN 628 517 1 12120 #001 AT 0.357

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235



☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 4264 2826 0150 2757

NEW BALANCE TOTAL: \$3,474.64

PAYMENT DUE DATE: 02/01/10

TOTAL MINIMUM
PAYMENT DUE
\$689.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a
check or money order payable to: **BANK OF AMERICA**



5 240 22250 08872601502757

PO BOX 440290
AURORA CO 80044-0290



**CREDITORS
FINANCIAL GROUP, LLC**

Toll Free: 1-877-298-2251

RE: Your account with our client
BANK OF AMERICA

Date of Service: 04-30-10
Account: 4264282999795229
Total Due: \$3861.59

Reference No. 7719251 B98

Date: 12-06-10

01-M1

*A-01-65P-AM-12279-57



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235



CREDITORS FINANCIAL GROUP, LLC
PO BOX 440290
AURORA CO 80044-0290

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

**ANY CHECK RETURNED FOR INSUFFICIENT FUNDS OR ACCOUNT CLOSED
WILL BE ASSESSED A \$20.00 PROCESSING FEE**

The above claim for \$3861.59 has been placed with our office for collection.

At this time we are asking that you kindly forward your check or money order, made payable to - Creditors Financial Group, in the enclosed envelope. Should you have any additional questions or wish to make payment arrangements please contact our office at the toll free number listed above.

Respectfully,

Creditors Financial Group

Unless you, the consumer, notify this collection agency within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid by this collection agency. If you, the consumer, notify this collection agency in writing within thirty (30) days after receipt of this notice, that the debt or any portion thereof is disputed, this collection agency will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this collection agency. Upon your written request within thirty (30) days after receipt of this notice this collection agency will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This correspondence has been sent by a professional debt collector.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE
WWW.COLORADOATTORNEYGENERAL.GOV/CA

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Creditors Financial Group, LLC
3131 South Vaughn Way Ste 110
Aurora, CO 80014

Office Hours:
Monday - Thursday 7:00 am - 7:00 pm
Friday 7:00 am - 5:00 pm
Saturday 7:00 am - 12:00 Noon
Sunday Closed

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-888-820-0963
Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

October 25, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****5229
Balance Due:	\$3,861.59
Amount Remitted:	\$

201000000697425-B2N *A-01-9PQ-AM-08846-41



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKTOWAGA NY 14225-1943



To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****5229	\$3,861.59	

*****Savings Opportunity*****

Dear DANIEL J FLENTKE:

My name is Nick Hinman, the Department Director for Bank of America at our office. I wanted to take this time to share with you that you may be eligible for a savings opportunity. To find out if you qualify for a settlement for an amount less than the balance due, contact me within 24 hours of receipt of this letter and we will review your account immediately.

Bank of America may be required by law to report this settlement to one or more taxing authorities. The Bank makes no representation about tax consequences this may have or any reporting requirements that may be imposed on the Bank. You should consult independent tax counsel of your own choosing if you desire advice about any tax consequences which may result from this settlement.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-888-820-0963
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonls.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-888-820-0963 or direct dial our Remittance Department at 1-888-820-0963 to make your payment.

Sincerely,

Nick Hinman
Department Director



Payment website: <https://www.gotonls.com>



P.O. BOX 5914
TROY MI 48007-5914
RETURN SERVICE REQUESTED

↑ PLEASE DO NOT SEND PAYMENTS OR ↑
CORRESPONDENCE TO THE ABOVE ADDRESS



**BAY AREA CREDIT
SERVICE LLC.**

1901 W 10th St, Antioch CA 94509

(877) 405-3352

OFFICE HOURS: Mon. - Fri. 5:00 a.m. - 9:00 p.m. PST
Saturday 5:00 a.m. - 2:00 p.m. PST

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235



Creditor: AT&T - MISSOURI

Account #: 85593461

Client Account #: 3523141603149

Past Due Balance: \$ 187.50

Contractual Collection Charges: \$ 0.00

Interest: \$ 0.00

TOTAL DUE: \$ 187.50



NOVEMBER 2, 2010

PAST DUE ACCOUNT

We have sent you a notice asking you for payment on the debt listed above and we have not heard from you. Please contact us regarding this debt. Our representatives will assist you in resolving this matter.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Sincerely,
BAY AREA CREDIT SERVICE LLC.

If you feel you are or have been a victim of Theft of Identity, please call AT&T at 1-866-718-2011.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ATTSW-2-I

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR REMITTANCE.

PAYMENT REMITTANCE

You may call Bay Area Credit Service LLC. at (877) 405-3352 to make payment by check, credit or debit card or mail your payment to BAY AREA CREDIT SERVICE LLC., P.O. BOX 468449, ATLANTA GA 31146.

If you wish to make a payment on the web go to: www.bayareacredit.com/pay

NAME: DANIEL J FLENTKE

Creditor: AT&T - MISSOURI

Account #: 85593461

Client Account #: 3523141603149

Total Due: \$ 187.50

PLEASE SEND ALL PAYMENTS AND
CORRESPONDENCE TO THE ADDRESS BELOW:

BAY AREA CREDIT SERVICE LLC.
P.O. BOX 468449
ATLANTA GA 31146



**PAYING BY VISA OR MASTERCARD,
FILL OUT BELOW**

	<input type="checkbox"/>		<input type="checkbox"/>
Credit Card # :			
Name :			
Signature :			
AMOUNT		EXP	

S-SFHOVS10 L-ATTSW-2-I A-3523141603149

P1A64O00200957 I01826

AMOUNT ENCLOSED \$ _____

ATTSW-2-I

00992010170400

DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116 - 1235

Page 1 of 2
Account Number 314 352-1603 149 3
Billing Date Sep 13, 2010

Web Site att.com



Monthly Statement

Bill-At-A-Glance

Previous Bill	220.85
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	220.85
Current Charges	33.35CR
Total Amount Due	\$187.50
Current Charges Due in Full by	Oct 12, 2010
FINAL BILL	

Billing Summary

Billing Questions? Visit att.com/billing

Plans and Services	33.35CR
1 800 288-2020	
Payment Arrangements:	
1 800 616-1171	
Service Changes:	
1 800 288-2020	
Repair Services:	
1 800 246-8464	
Total Current Charges	33.35CR

AT&T Benefits

- The big price break you've been waiting for. Get AT&T U-verse TV with DVR at one of our lowest prices ever. Geographic and service restrictions apply. Call 1.800.983.8426 or go online at att.com/valueofUverse today.

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	Monthly	Amount
No. Description	Quantity	Rate Billed
Activity on Sep 3, 2010		
Order No. D841365		
Services Disconnected		
(Monthly Charges were Billed in Advance and are Prorated from Aug 11, 2010 through Sep 16, 2010)		
1. Credit for service from Aug 11 thru Sep 16	1	23.18CR 27.81CR

Surcharges and Other Fees

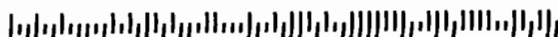
2. MO Universal Service Fund	.05CR
3. Special Municipal Charge	2.26CR
Total Surcharges and Other Fees	2.31CR

Taxes

4. Federal Excise Tax	.87CR
5. Federal (Non-regulated & Toll Charges)	.00
6. State and Local (Local Charges)	2.36CR
7. State and Local (Non-regulated & Toll Charges)	.00
Total Taxes	3.23CR

Total Plans and Services 33.35CR

7514.1.3.349 1 AT 0.357



DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

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IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	Case Number: 1022-AC16915
Plaintiff/Petitioner: CAPITAL ONE BANK USA NA	Plaintiff's/Petitioner's Attorney/Address: IRWIN JAMES FRANKEL 9300 DIELMAN INDUST DR, Ste 100 SAINT LOUIS, MO 63132 (314) 754-6111
Defendant/Respondent: DANIEL J FLENTKE	Date, Time and Location of Court Appearance: 04-JAN-2011, 09:30 AM Division 27 CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: AC Breach of Contract	

(Date File Stamp)

Associate Division Summons

The State of Missouri to: **DANIEL J FLENTKE**

Alias:

4631 ROSA AVE
SAINT LOUIS, MO 63116

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court on the date, time, and location above to answer the attached petition. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition. You may be permitted to file certain responsive pleadings, pursuant to Chapter 517 RSMo. Should you have any questions regarding responsive pleadings in this case, you should consult an attorney.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of scheduled hearing.

November 18, 2010

Date

Mariano Favazza
Circuit Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Service must not be made less than ten days nor more than thirty days from the date the Defendant/Respondent is to appear in court.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
ASSOCIATE JUDGE DIVISION
STATE OF MISSOURI

CAPITAL ONE BANK (USA) N.A.

Plaintiff

vs.

DANIEL J FLENTKE

4631 Rosa Ave,

Saint Louis, MO 63116-1235

(CITY)

Defendant(s).

Case No: 1022-AC

Division:

16915

PETITION ON BREACH OF CONTRACT

Comes now Plaintiff and for its cause of action herein
states that:

1. Plaintiff CAPITAL ONE BANK (USA) N.A. is a nationally
chartered banking association duly organized and existing under
and by virtue of law.

2. Defendant DANIEL J FLENTKE is a resident of ST. LOUIS
CITY, State of Missouri.

3. Plaintiff and Defendant entered into a contract for the
extension of credit from Plaintiff to Defendant under which the
Defendant agreed to pay per the terms of the contract, a copy of
which is attached hereto and made a part of this petition by
reference.

4. Defendant is indebted to Plaintiff for attorney's fees
as provided for in the contract attached hereto.

This communication is from debt collector attempting to collect a debt, and
any information obtained will be used for that purpose.

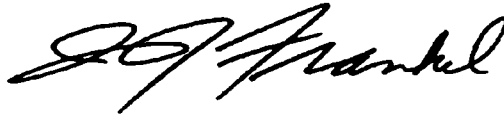
5. Plaintiff has performed, or substantially performed, all of its obligations, and conditions precedent, if any, under said contract.

6. Defendant has breached the contract by failing to make payments to Plaintiff as required by the contract, and Plaintiff has therefore been damaged in the amount of \$2268.99.

7. The above balance was due, and demand for payment was made, on or before October 13, 2010.

WHEREFORE, Plaintiff prays for judgment against Defendant in the sum of \$2268.99 plus interest of \$192.39, together with interest thereon at the rate of 14.60 percent per annum from October 13, 2010, for reasonable attorney's fees and for Court costs herein expended.

KRAMER & FRANK, P.C.



By

IRWIN JAMES FRANKEL, MBE# 24777
Attorney for Plaintiff
9300 Dielman Ind. Dr., Ste 100
St. Louis, MO 63132-2205
Telephone: (314) 991-1177
Fax: (314) 991-0485
E-mail: 92410687@lawusa.com

CONTACT PERSON:

HEATHER KING

(314) 991-1835 ext 6186 File Code: 92410687

PAY ONLINE:

<http://www.kfpay.com>

This communication is from debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

CUSTOMER AGREEMENT

Welcome to Capital One. We are pleased to have your credit card account. This Customer Agreement contains information about your account. Please read it and keep it for your records. Your contact with us for the card and account ("the Agreement") consists of this Customer Agreement, together with any changes to this Customer Agreement that we make as provided below, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable), Capital One Privacy Notice, any account disclosures provided and delivered to you prior to or at the time your account opens, including disclosures pursuant to requirements of Truth in Lending Act (hereinafter "TILA Account Disclosures"), as well as any subsequent notices of charges to these documents, and any and all documents that include your signature (including any electronic or digital signature) on any application, sales slip or other evidence of indebtedness on your account. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application for the account (each, a "joint accountholder") and to anyone else who is authorized to use the account in any way (each, an "Authorized User"). Except as specifically stated herein, each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors, assigns, agents and/or authorized representatives. If the application for the account stated that the account will be a "Security Account," this means the funds you have pledged to us to secure your account. This Agreement and the Security Account Assignment Agreement (if applicable) do not apply to any other Capital One Bank account that you may have, either now or in the future, except as provided in the Arbitration Provision below. Unless you have entered into a Security Account Assignment Agreement with us, the account is unsecured. Except as provided in the Security Account Assignment Agreement (if applicable), the account is not secured by any other property, regardless of the terms of any other contract to which you and we are subject. We can delay enforcing any of our rights under this Agreement without losing them. The card is and remains our property, and you will surrender it to us at any time upon request.

Assignment. We may transfer your account, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable) and/or our rights under this Agreement to an assignee. The assignee will take our place under this Agreement, the Security Account (if applicable) and the Security Account Assignment Agreement (if applicable) with respect to the agreements and interests transferred. The assignee may or may not be an affiliate of Capital One Bank. You must pay the assignee and otherwise perform all of your obligations under these agreements. You may not transfer your account or your rights under this Agreement, the Security Account (if applicable) or the Security Account Assignment Agreement (if applicable) to any person or entity without our express prior written consent. Subject to the preceding sentence, this Agreement will be binding and have to the benefit of you and our respective successors, assigns and representatives.

Using Your Account. You can make purchases and obtain cash advances (if cash advances are an option for your account) by using your card, account number and any account access devices (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. Additionally, you may request a stop payment on account access checks, but we reserve the right to charge you a fee for such service. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances. We may establish different segments for your account, such as a purchase segment, a cash advance segment and a special transfers segment. Each segment may be subject to terms and conditions that are different than those that are applicable to other segments.

Our liability. If any, for any wrongful dishonor of an account access check is limited to your actual damages and shall not include any consequential damages, and in no event will it exceed the amount of the check.

You agree not to use the card or account in connection with any Internet or illegal gambling transactions, but any Internet or illegal gambling transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable).

Your card and account may only be used for valid and lawful purposes. If you use, or authorize someone else to use, the card or account for any unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated ("MasterCard") or Visa USA, Inc. ("Visa," as applicable, or their successors for all amounts or expenses that we or they pay as a result of such unlawful or impermissible use. In any event, any unlawful or impermissible transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). You agree that we are not responsible if anyone refuses to honor your card or account.

If you had a prior credit card or other account with us, or such an account or balance of such an account was transferred to or one of our affiliates, and you agreed to restate the balance of the prior account in the form of your new account, the new account will accrue finance charges from the date that the new account is opened.

Authorized users are not financially responsible for the account. An authorized user may use a credit card, can request certain account information and can request to be removed from the account. Subject to our discretion, an authorized user may not be able to initiate certain actions on the account. You agree to provide us with information identifying any person you authorize to use your account, including their name, address, date of birth and other identifying information we may request.

Exchange Rate. If you make a transaction in currency other than U.S. dollars, VISA International or MasterCard International will convert the charge or credit into a U.S. dollar amount in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. VISA International's regulations and procedures provide that effective April 2, 2003, the exchange rate between the transaction currency and the billing currency used for processing International transactions is either (1) a rate selected by VISA from the range of acceptable rates in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the applicable central processing date. MasterCard International's regulations and procedures provide the currency conversion rate it uses is either (1) a wholesale market rate or (2) a government mandated rate in effect on the day of the central processing date.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase certain items that we regard as "cash equivalent transactions." All cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include, without limitation, the purchase of wire transfer money orders, bills, lottery tickets, casino gaming chips and other similar products or services. Nothing in this paragraph will be interpreted to validate any transaction that is unlawful or impermissible.

Your Credit Limit. Your initial credit limit will be disclosed when your account is opened (or activated). Either initially, or at any later time, we may establish different credit limits that apply to different segments of your account (such as purchases, cash advances and special transfers). Your current credit limit will be identified in your periodic statements. You agree not to allow the balance of your account (including all transactions, finance charges and other fees or charges), or the balance of the applicable segments of your account, to exceed the applicable credit limit. If you have been given the option to increase your credit limit by adding funds to your Security Account (if applicable), we reserve the right not to increase your credit limit if the additional funds are provided while your account is in default. We may increase or decrease your credit limits at any time without prior notice to you. Any temporary increase or decrease your credit limits at any time without prior notice to you may limit the credit limit for cash advances or may take away your ability to obtain cash advances. We may honor transactions in excess of your

credit limit, even if those transactions result in an over limit fee, and those transactions and fees will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Any transactions honored in excess of your credit limit will not result in an increase of your credit limit unless we expressly notify you otherwise.

Additional Benefits and Services. From time to time, we may offer you benefits and services with your account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration Provision below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. In addition, any such benefits or services offered to you in the most current version of the "Guide to Benefits" shall replace and supersede the benefits and services that have been offered to you in all previous versions of the "Guide to Benefits," without further notice. Except as provided by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Making Payments. You promise to pay us and are liable for all amounts due resulting from the authorized use of your card or account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a check, money order or other negotiable instrument (an "A/R") must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments and other credits and proceeds among the various segments of your account, and to charges and principal due within each segment, in any way we determine, including balances (including new transactions) with lower annual percentage rates ("APRs") before balances with higher APRs.

Payments you mail to us at the address for payment stated on your periodic statement will be credited to your account as of the business day we receive it, provided (1) you send the remittance envelope portion of your periodic statement and your check in the remittance envelope provided and (2) your payment is received in our processing center by the time indicated on your periodic statement. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday – Saturday, excluding holidays. Credit availability may be delayed in our sole discretion to ensure payment in good funds. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur late payment fees and additional finance charges, and may result in your account being declared to be in default.

Any minimum payment that is due will be stated in your periodic statement. You must pay at least the minimum payment due by the date stated in your periodic statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Capital One, P.O. Box 85010, Richmond, VA 23285-0100. You will not make payments from funds obtained from the account or any other credit account with us. If your payment is made to any other address, we may accept this payment without losing any of our rights.

When you send us checks to make payment on your account, you authorize us to make a one-time electronic transfer from your bank account for the amount of the check as indicated by numerical digits. This authorization applies to all checks received by us during the billing period even if sent by someone else, who you agree is your agent and was provided with these disclosures in advance. This authorization is not restricted by the date on the check and includes reimbursements. We will not be bound by any restrictive legend or condition appearing on the face or reverse side of the check or any other document. If we cannot process the electronic transfer, you authorize us to make a charge against your bank account by processing the check, substitute check, draft or similar instrument.

We may adjust your account as appropriate to correct errors, returned items, rejected debits and similar matters.

We may, in our sole discretion, offer an expedited payment service. You are not required to use this service. When you authorize us to process a demand draft, electronic ACH debit or other expedited payment method for your account, we may charge you an expedited payment fee in an amount disclosed to you at the time of the service. We are not responsible for any dishonor of the payment by your depository institution and may retain the fee in the event of such dishonor. If you give your account number or other account information to another person to make a payment for you or to act on your behalf, you agree that we may discuss your account with that person and process the payment as if it were made by you. You further agree that you will be responsible for all consequences of payment or non-payment by such party, including expedited payment, return payment, late payment and over limit fees. We reserve the right to refuse to accept payment on your behalf or to permit another person to act on your behalf.

Periodic Statement. Each month that you have a credit or debit balance of more than \$1 in your account, we will send you a periodic statement as and when required by applicable law. The periodic statement will show all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge. You will be assessed finance charges as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law.

Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period without waiving the right to assess such finance charges in a future billing period.

Other Fees and Charges. The following fees will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit, unless otherwise specified, in every billing period in which they apply: (a) a late payment fee will be assessed if we do not receive your payment in time for it to be credited, as provided in this Agreement, by the date stated in your periodic statement; (b) an over limit fee will be assessed if the balance of your account (or any segment of

your account) at any time during the billing cycle, for any reason, is greater than the applicable temporary or permanent credit limit, regardless of whether you went over limit as a result of a transaction, finance charge or any other fee or charge, even if approved by us; (ii) a returned check fee will be assessed if we do not honor any account access check for any reason; (iii) copying charges for duplicate copies of transaction documentation or periodic statements will be assessed on a per-copy basis, unless required for billing dispute resolution; (iv) a returned payment fee will be assessed if, for any reason, (a) a check, draft or similar instrument is not honored or cannot be processed; or (b) an electronic debit is returned unpaid or cannot be processed. You authorize us to debit returned payments in our discretion. At our option, we may assess this fee each time your payment is not honored or paid, even if it is later honored or paid following resubmission. Any check, draft or similar instrument may be collected electronically if returned for insufficient or uncollected funds. We may charge any of these fees or charges, or add additional fees and charges, as provided below. We reserve the right to waive any of these fees without prior notification to you while maintaining our right to assess these fees going forward.

Cash Advance Fee. If cash advances are permitted for your account, a cash advance fee (finance charge) will be (i) assessed each time you obtain a cash advance or cash equivalent transaction, (ii) added to the cash advance segment of your account and (iii) applied against your available credit limit. The amount of the cash advance fee (finance charge) will be added to other finance charges shown on your periodic statement for the purpose of calculating the annual percentage rate for that billing period. This may cause the annual percentage rate disclosed for that billing period to be greater than the annual percentage rate disclosed to you.

Membership Fee. If applicable, a membership fee will be imposed in your first billing period, unless specifically stated otherwise. If the membership fee is assessed annually, it will be assessed in the billing period in which each anniversary of the opening of your account occurs. If the membership fee is assessed monthly, it will be assessed in each billing period. The fee will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit. The membership fee will not be refunded, in whole or in part, even if you or we cancel the account.

Transfer Fee. A fee will be assessed for each transfer of funds from your account to your Security Account that you request. The fee will be billed to the cash advance segment of your account and will be treated as a cash advance and applied against your available credit limit.

Foreign Transaction Charge. For each transaction made in a country other than the U.S. or U.S. Territories, we will assess you a finance charge as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law. The fee will be based on the U.S. dollar amount of the transaction.

Credit Bureau Information. You agree that we may obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Security Interest. The terms and conditions contained within this paragraph apply only if the application for the account stated that the account will be a secured account. You provided us with certain funds, which have been deposited in the Security Account. To secure payment of the balance of the account and all other amounts owing under the terms of the Agreement and the Security Account Assignment Agreement, you have transferred, assigned, pledged and granted to us a security interest in the Security Account, all funds contained in the Security Account, all proceeds of the foregoing and all proceeds of proceeds. This security interest includes, without limitation, the initial funds that were placed into the Security Account, any additional funds added to the Security Account by any person and any interest earned on or account on the Security Account. The terms of the security interest are set forth in the Security Account Assignment Agreement you executed. If (i) you default or fail to abide by any of the terms of this Agreement or the Security Account Assignment Agreement, (ii) you close your account or (iii) we cancel your account for any reason, we may then or thereafter, and without prior notice to you, exercise our security interest by deducting from your Security Account the balance due on your account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement. We may exercise this right to make such deductions from your Security Account periodically as we determine to be appropriate. Within sixty days after the date your account is closed, we will send all remaining funds in the Security Account to the person legally entitled to receive them.

Future Offers. The terms of any future offer relating to the account will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may, in our sole discretion, declare a default under this Agreement if: (a) we do not receive the full amount of any minimum payment on or before the date it is due; (b) you exceed any credit limit or (c) an item used to make payment on your account is not honored or cannot be processed, or an electronic debit to make payment on your account is returned unpaid or cannot be processed. To the extent permitted by applicable law, we may also, in our sole discretion, declare a default under this Agreement if: (i) you violate any of the other terms of this Agreement or Security Account Assignment Agreement (if applicable); (2) we have declared you to be in default under the terms of any other agreement with us or any of our affiliates; or (3) we determine that you have any false or misleading statements on your application for, or regarding the use of, the account, or otherwise attempted to defraud us; (4) bankruptcy or other insolvency proceedings are instituted by you or against you or (5) you die or are declared legally incompetent or incapacitated. At any time following any default under this Agreement (or after we give you any notice or right to cure the default, if required by applicable law), you will be subject to paying interest, finance charges and other fees pursuant to the terms of this Agreement, including any applicable default rate, even after any judgment is obtained. Additionally, we may, at our sole option, (a) fail or not allow you to make any new purchases or cash transactions on your account(s), (b) increase your minimum payment with such notice as may be required by applicable law or (c) subject to the limitations of applicable law, close your account(s) and demand immediate payment of the entire outstanding balance plus all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement.

To the extent permitted by applicable law, you agree to pay us all of our actual costs, collection expenses and attorney's fees (whether paid to an attorney who is one of our employees or an attorney who is not one of our employees) incurred by us in the collection of any amount you owe us under this Agreement. You also agree to pay us all of our actual costs that we incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list. Nothing in this paragraph shall be construed to waive or impede our right to require arbitration in accordance with the Arbitration Provision below.

Account Closures and Suspension of Credit Privileges. (1) We may, at any time, with or without cause, with or without advance notice, and regardless of the existence or non-existence of a default under this Agreement, cancel the account and/or temporarily or permanently suspend your credit privileges under this Agreement. If we cancel the account, you agree to immediately destroy all cards and unused account access checks. (2) Your obligations to make payments and your other obligations under this Agreement will continue in full force and effect after the account is cancelled or your credit privileges are temporarily or permanently suspended. Cancellation of the account and/or temporary or permanent suspension of your credit privileges will not affect our security interest in your Security Account (if applicable) or our rights under the Security Account Assignment Agreement (if applicable). You can close your account by calling our Customer Relations department with the number found on the back of your credit card or, if different, the number stated in your periodic statement and requesting an account closure. You agree to destroy all cards and unused account access checks, cancel all preauthorized billing

arrangements and cease using your card and account. If you do not cancel all preauthorized billing arrangements, you and we will consider our receipt of a preauthorized debit to your account to constitute your authorization to re-open the account on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). Your account will not be closed until you pay all amounts you owe us under this Agreement and the Security Account Assignment Agreement (if applicable) including, without limitation, any purchases and cash advance transactions you have authorized, finance charges, late payment fees, over limit fees, returned check fees, returned payment fees, membership fees, cash advance fees, transfer fees, copying charges and any other fees charged to your account. You are responsible for these amounts whether they have been incurred at the time you request a closure of the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed and, if the account has already been closed, the account will be reopened on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). For example, if you authorize a purchase from a merchant and we receive the charge from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account and you will be responsible for payment under the terms of this Agreement and the Security Account Assignment Agreement (if applicable). The membership fee for your account will continue to be charged, to the extent permitted by applicable law, until the entire account balance has been paid in full, as described above. If the account is reopened, a new membership fee will be charged to the account as stated above.

If you, acting as the primary cardholder, want to terminate a joint accountholder's or an authorized user's access to the account, you must call our Customer Relations department and request that termination. Immediately thereafter, you agree to destroy that person's card(s) and destroy any unused account access checks in that person's possession. There may be a delay in the effective date of the termination of that person's access to the account. The account will be charged, and you and any joint accountholders will be responsible, for any charges through the use of the card or the account by the joint accountholder or authorized user that occur prior to the effective date of the termination even if the charges do not appear on the account until a later time. If you are unable to destroy the joint accountholder's or authorized user's card(s) or to destroy the unused account access checks in that person's possession, and you call our Customer Relations department to close your account, your account will be closed in accordance with the preceding paragraph. Either you or the joint cardholder, if any, may apply for a new account.

Changes in Terms. We may add to, remove, amend or change any part or provision of this Agreement, including the annual percentage rate(s) and any charges, (including adding new provisions of the same or a different nature as the existing provisions in this Agreement) at any time. If we do so, we will give you notice of such amendment or change if required by Federal law or Virginia law to the extent not preempted by Federal law unless we had previously notified the customer that the account would be subject to such amendment or change without notice. Notice will be mailed to the last billing address indicated in our records for the account. However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice. Changes to the annual percentage rate(s) will apply to your existing account balance from the effective date of the change, whether or not the account balance includes transactions billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Governing Law. WE MAKE THE DECISION TO GRANT CREDIT, OPEN AN ACCOUNT AND ISSUE YOU A CREDIT CARD FROM OUR OFFICES IN VIRGINIA. This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the internal laws of the Commonwealth of Virginia to the rights and duties of the parties. This Agreement is made in Virginia. It will be governed only by Federal law and Virginia law (to the extent not preempted by Federal law). If a court decides not to enforce all or part of this Agreement, the entire Agreement will nevertheless remain in effect.

Waiver. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor and any right you may have to require us to proceed against another party before proceeding against you. You also waive, to the extent permitted by applicable law, any statute of limitations defense for an additional period of time equal to the applicable limitations period.

Lost or Stolen Cards or Account Access Checks. If your card(s) or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number on the back of your credit card or, if different, the telephone number shown on the front of your periodic statements, or by writing us at Capital One, P.O. Box 60015, Richmond, VA 23265-5015. You will not be liable in any amount for unauthorized use of your cards or account access checks.

You agree to tell us at once if you change your name, address, telephone number or employment. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 60015, Richmond, VA 23265-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may release information to others regarding the status or history of your account as set forth in the Capital One Privacy Notice, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. We or our representatives may contact you from time to time regarding the account, or to ask for additional information about you or your experience with Capital One. You agree that such contacts are not unwelcome, are not limited except as expressly required by applicable law and may result from contact information you have provided or that is obtained from other sources. For example, we may contact you at your home or place of employment, during weekdays or holidays, on your mobile telephone, electronic or answering machine, and by email, text, recorded message, text messages or personal visit. Except as restricted by applicable law, we may monitor or record any calls we make or receive, suppress caller identification services and use an automated dialing and answering device.

ARBITRATION. PLEASE SEE ENCLOSED "ARBITRATION PROVISION." PLEASE NOTE THAT THE TERMS INCLUDED IN THE ARBITRATION PROVISION ARE PART OF YOUR CUSTOMER AGREEMENT.

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ARBITRATION AGREEMENT

IMPORTANT: THIS ARBITRATION PROVISION IS A PART OF YOUR CUSTOMER AGREEMENT

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for this Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definition shall apply in addition to the definitions set forth in your Customer Agreement ("Agreement"):

"Claim" means any claim, controversy or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- the Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation or termination of your account
- any disclosures, advertisements, promotions or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collection matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest or other charges assessed to your account, or their calculation
- any products, services or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts or coupons) whether or not we offered, introduced, sold or provided them
- our receipt, use or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading or third-party claim)
- based on any theory of right or damages (including money damages and any form of specific performance or injunctive, declaratory or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance or wrongful acts or omissions of any type, whether negligent, reckless or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs or a trustee in bankruptcy)
- for which we may be directly or indirectly liable under any theory, including respondent superior or agency (even if we are not properly named at the time the Claim is made)
- now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued
- made as part of a class action, private attorney general action, or other representative or collective action which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrators" or, collectively, "Administrators") will administer the arbitration:

JAMS
1800 Main St., Ste. 300
Irvine, CA 92614
www.jamsadr.com

American Arbitration Ass'n
335 Madison Ave., Floor 10
New York, NY 10017-4625
www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder and is not made as part of a class action, private attorney general action or other representative or collective action.

You and we must follow the rules of the Administrator to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 83350, Richmond, VA 23283-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will change the Administrator at your request if you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by incorporating this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations, but the validity and enforcement of any class action waiver is a question for a court of competent jurisdiction, not an arbitrator, to decide. The arbitrator may award any damages or other relief permitted by applicable substantive law (but will not have power to review the enforceability or severability of the paragraph "No Consolidation or Joinder of Parties," below), but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrative Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's Fees and the fees and costs relating to attorneys, experts and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate or otherwise bring Claims related to two or more accounts, individuals or accountholders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action or other representative or collective action in arbitration, nor may you or we pursue such actions in Court if any party has elected arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim as to which arbitration has been elected.

Judgment, Enforcement, Finality and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure or changes of this Agreement, your account and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern. A photocopy or other image of the Agreement and related documents may be used in place of the originals for all purposes including litigation.

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ACCT-ID: 3039 CARD# 9039 STMT-TYPE: ENGLISH REWARDS: N TPC: VP HOLD: 000 SAC-PGM:
PREV-BALANCE: \$2,199.51 PYMTS&CREDITS : \$0.00 INTR CHRGS : \$69.48 TRANSACTIONS:
NEW-BALANCE : \$2,268.99 MINIMUM PYMT : \$671.00 LATE FEE : \$39.00 DUE-DATE : 04/11/2010
CREDIT-LIMIT : 2000 CREDIT-AVAIL : 0.00 CASH-LIMIT : 2000 CASH-AVAIL :
0.00
RPAI-TOTMTHS: 182 RPAI-TOTCOST : \$4,300.83 36MA-MTHPAY: \$81.92 36MA-TOTCOST:
\$2,948.96
INTEREST-CTD: \$30.48 INTEREST-YTD : \$93.08 FEE-AMT-CTD: \$39.00 FEE-AMT-YTD :
\$195.00
HIGH-LATEFEE: \$39.00 HIGH-PNLTY-APR: 29.40% OVERALL-APR: 0.000 CLOSE-DATE :
OOB: N MISS-ADDR: N BK-HOLD: N BANKRUPTCY: N LEGAL: N CTC-CHG-IND: NEW: N EBDP: N ARCH: N REASON: 00 HARDCOPY: 04 ACTIVE
WATCH: W0 CRED-RVK: PD CUR-PD: 07 CTC IND: INS: 505 RETURN-MAIL: CLOSE: CHARGED-OFF: XFER: FRAUD: OL: 02
MULTI-IND: S PROV-ID: 000001 US PROF-CNTR: 0000000001 COB SERVICE-OWNER: 000011 Mainstreet
DANIEL J FLENTKE
30.48 Purchases 0001 01 BALANCE AMOUNT RATE 2,219.71 00.0490400 0017.900000000
4631 ROSA AVE Cash 0002 01 0.00 00.0682200 0024.900000000
0.00
SAINT LOUIS
MO 63116123531
US

NAME: DANIEL J FLENTKE
CUST TYPE: 0 PRINT AREA: 001 NUM OF CREDITS: 00000 AMT OF CREDITS: \$0.00
NUM OF PYMTS : 00000 AMT OF PYMTS : \$0.00
NO CREDIT TRANSACTIONS FOR THIS CYCLE
CUST TYPE: 0 PRINT AREA: 020 NUM OF DEBITS : 00000 AMT OF DEBITS : \$0.00
NAME: DANIEL J FLENTKE
NO DEBIT TRANSACTIONS FOR THIS CYCLE
CUST TYPE: 0 PRINT AREA: 070 NUM OF DEBITS : 00001 AMT OF DEBITS : \$39.00
NAME: DANIEL J FLENTKE
TRANSDATE REFERENCE NUMBER
03112010 PAST DUE FEE
CUST TYPE: 0 PRINT AREA: 090 NUM OF DEBITS : 00001 AMT OF DEBITS : \$30.48
TRANSDATE REFERENCE NUMBER
03132010 INTEREST CHARGE: PURCHASES
30.48 03132010 D 0 9039

KRAMER & FRANK, P.C.

9300 DIELMAN IND. DR., STE 100, ST. LOUIS, MO 63132-2205
PHONE: (314)991-1835, (800)288-5437

DIRECT DIAL: (314) 754-6186
DIRECT FAX: (314) 442-2186

October 7, 2010

Amount Enclosed: _____

Mail to:

#BWNGQPH
#SLFLEDACA6NL012#
DANIEL J FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

KRAMER & FRANK, P.C.
9300 DIELMAN IND. DR.
ST. LOUIS, MO 63132-2205

To ensure proper credit, please tear off and return this portion with your payment and include our file # on the check.

RE: CAPITAL ONE BANK USA NA
REF: DANIEL J FLENTKE - Account: XXXXXXXXXXXXX9039
Balance Due: \$2455.93
Refer to our file #: 92410687 Dept: NL

Dear Mr. Flentke:

Our client is offering a settlement on the above-referenced account. Please call my office immediately to discuss how to take advantage of this special offer. We are not obligated to renew this offer.

PAY ONLINE: www.kfpay.com

To discuss this account, contact **HEATHER KING**,
COLLECTION ADMINISTRATOR, at (314) 754-6186.

This communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

TRANSMISSION VERIFICATION REPORT

TIME : 12/07/2010 22:35
NAME : GOLDBERG LAW FIRM
FAX : 3147711903
TEL : 3147711900
SER.# : BROA4J190269

DATE, TIME	12/07 22:34
FAX NO./NAME	9910485
DURATION	00:00:46
PAGE(S)	03
RESULT	OK
MODE	STANDARD

GOLDBERG LAW FIRM, LLC.

THE LONDON HOUSE

1014 LAMI HISTORIC SOULARD 63104

PHONE (314) 771-1900 FAX (314) 771-1903

This Facsimile contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the Addressee(s) named below. If you are not the intended recipient of this facsimile, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile may be strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone so that immediate return arrangements can be consummated.

FACSIMILE TRANSMITTAL SHEET

TO	FROM:
Irwin James Frankel	Nathan H. Goldberg, Attorney at Law
COMPANY:	DATE:
Kramer & Frank	DECEMBER 6, 2010
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
314 991-0485	(3) pages
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
314-754-6100	
RE:	YOUR REFERENCE NUMBER:
Daniel Flentke	Case No.: 1022-AC16368

☒ URGENT ☐ FOR REVIEW ☐ PLEASE WRITE BACK ☐ PLEASE FAX BACK ☐ PLEASE PHONE

MESSAGE/ADDITIONAL INSTRUCTIONS:

IN THE 22nd JUDICIAL CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI

In re:)	
)	Case No. 1022-AC16368
Capital One Bank)	
)	
Plaintiff)	
v.)	Division 27
)	
Daniel J. Flentke)	
Defendants)	
)	

ENTRY OF APPEARANCE AND REQUEST FOR CONTINUANCE

COMES NOW Nathan H. Goldberg, Goldberg Law Firm, LLC, 6901 Gravois, St. Louis, MO and enters his appearance on behalf of the Defendant, Daniel J. Flentke in the above-captioned cause on this 6th day of December 2010 and asks for thirty days before any other orders are entered to examine the record, the files, meet with all appropriate parties, and possibly file bankruptcy.

Respectfully Submitted,
GOLDBERG LAW FIRM, LLC



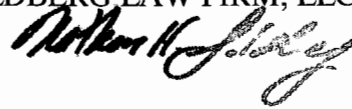
/S/
Attorney at Law
EDMO 3231, MO 37321
6901 Gravois
St. Louis, MO 63116
314-771-1900
314-771-1903 fax
nathan@goldberglawllc.com

CERTIFICATE OF SERVICE

I hereby certify that copy the above foregoing was mailed first class, postage prepaid, this 6th day of December 2010.

Irwin James Frankel
9300 Dielman Industrial Dr.
Suite 100
St. Louis, MO 63132

Respectfully Submitted,
GOLDBERG LAW FIRM, LLC



/S/

Attorney at Law
EDMO 3231, MO 37321
6901 Gravois
St. Louis, MO 63116
314-771-1900
314-771-1903 fax
nathan@goldberglawllc.com

IN THE 22nd JUDICIAL CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI

FILED
CIRCUIT CLERKS OFFICE
MARILYN V. FAVAZZA
10 DEC -7 PM 9:54

In re:

Capital One Bank

Plaintiff

v.

Daniel J. Flentke
Defendants

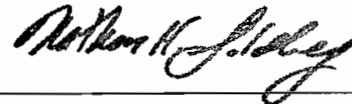
)
) Case No. 1022-AC16368
)
)
) Division 27
)
)
)
)

PURCHASING

ENTRY OF APPEARANCE AND REQUEST FOR CONTINUANCE

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Respectfully Submitted,
GOLDBERG LAW FIRM, LLC



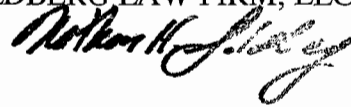
/S/
Attorney at Law
EDMO 3231, MO 37321
6901 Gravois
St. Louis, MO 63116
314-771-1900
314-771-1903 fax
nathan@goldberglawllc.com

CERTIFICATE OF SERVICE

I hereby certify that copy the above foregoing was mailed first class, postage prepaid, this 6th day of December 2010.

Irwin James Frankel
9300 Dielman Industrial Dr.
Suite 100
St. Louis, MO 63132

Respectfully Submitted,
GOLDBERG LAW FIRM, LLC



/S/

Attorney at Law
EDMO 3231, MO 37321
6901 Gravois
St. Louis, MO 63116
314-771-1900
314-771-1903 fax
nathan@goldberglawllc.com



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& Sentences****Service
Information****Filings
Due****Scheduled
Hearings & Trials****Civil
Judgments****Garnishments/
Execution****1022-AC16368 - CAPITAL ONE BANK V DANIEL J FLENTKE**

This information is provided as a service and is not considered an official court record.

Judge/Commissioner Assigned: HOGAN, ELIZABETH BYRNE
Location: City of St. Louis
Disposition: Not Disposed

Date Filed: 11/04/2010**Case Type:** AC Breach of Contract

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Hearings & Trials****Civil
Judgments****Garnishments/
Execution****1022-AC16368 - CAPITAL ONE BANK V DANIEL J FLENTKE**

This information is provided as a service and is not considered an official court record.

**CAPITAL ONE BANK USA NA ,
Plaintiff**

represented by

FRANKEL , IRWIN JAMES , Attorney for PlaintiffC/O TSYS DEBT MANAGEMENT
6356 CORLEY RD
NORCROSS, GA 30071-67009300 DIELMAN INDUST DR,
Ste 100
SAINT LOUIS, MO 63132
Business: (314) 754-6111**FAX# 314 991-0485****FLENTKE , DANIEL J , Defendant**
4631 ROSA AVE
SAINT LOUIS, MO 63116

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Released 10/01/2010

12-6-10
Fax EOA to 314 991-0485
called & LHM was
unable to slw anyone!
12/7 slw heather and
both cases will be
cont.
Court on one was set for
Other court date was set
for 12-7
1-11-11



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Hearings & Trials****Civil
Judgments****Garnishments/
Execution****1022-AC16368 - CAPITAL ONE BANK V DANIEL J FLENTKE**

This information is provided as a service and is not considered an official court record.

Displaying 1 thru 4 of 4 records for all dockets returned for case 1022-AC16368.

11/04/2010**Docket**
Entry: Judge Assigned**Docket**
Entry: Pet Filed in Associate Ct**Docket**
Entry: Hearing Scheduled**Associated Events:** 12/07/2010 , 09:30:00 - Hearing**11/08/2010****Docket**
Entry: Summons Issued-Associate**Text:** Document ID: 10-ADSM-11782, for FLENTKE, DANIEL J.

Displaying 1 thru 4 of 4 records for all dockets returned for case 1022-AC16368.

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Due****Scheduled
Hearings & Trials****Civil
Judgments****Garnishments/
Execution****1022-AC16368 - CAPITAL ONE BANK V DANIEL J FLENTKE**

This information is provided as a service and is not considered an official court record. Further information may be available in the docket entries portion of Case.net. Because service of process may establish legal obligations, you may want to examine the original case file in the clerk's office.

Displaying 1 thru 1 of 1 service records returned for case
1022-AC16368.

Issuance**Issued FLENTKE , Date 11/08/2010****To: DANIEL J Issued:****Document Associate Due 01/07/2011****Issued: Division Date:**

Summons

**Document 10-ADSM-
ID: 11782****Return (Information not yet on file)**

Displaying 1 thru 1 of 1 service records returned for case
1022-AC16368.

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Due****Scheduled
Hearings & Trials****Civil
Judgments****Garnishments/
Execution****1022-AC16368 - CAPITAL ONE BANK V DANIEL J FLENTKE**

This information is provided as a service and is not considered an official court record. If an event is continued or cancelled it will not appear on this calendar.

Displaying 1 thru 1 of 1 scheduled hearings and trials returned for case 1022-AC16368.

TUESDAY, DECEMBER 7, 2010				
Judge/Commissioner	Time	Day	Setting	Event
ELIZABETH BYRNE HOGAN	9:30 AM	1 OF 1		Hearing
Event Text:			Location: Division 27 City of St. Louis	

Displaying 1 thru 1 of 1 scheduled hearings and trials returned for case 1022-AC16368.

Case.net Version 5.9.4.2

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Released 10/01/2010



Past Due Amount: \$213.97
Total Amount Due: \$247.31
Account Number: 392878929
Date: September 15, 2010

Wireless Number(s): 314-614-6928

DANIEL FLENTKE:

Regretfully, we have canceled your wireless service because your account remains unpaid. Our records reflect an unpaid balance of \$247.31. If your account remains unpaid, AT&T Mobility may be left with no alternative but to refer your account to a collection agency. This may result in a negative reference on your credit report if the past-due amount remains unpaid.

If you have already made your payment, please disregard this reminder. If not, please remit payment immediately using the remittance slip and envelope. For your convenience, you may also pay by major credit card, debit card or electronic check by calling 1-800-947-5096.

If you have any questions about your account, please call us at 1-800-947-5096 and an AT&T Representative will be glad to assist you.

Thank you for your prompt attention to this matter.

1801 Valley View Lane
Dallas, TX 75234-8906

8185.1.37.11755 1 AT 0.357
DANIEL FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

Return the portion below with payment
only to AT&T Mobility.

Account Number:	392878929
Total Amount Due:	\$247.31
Amount Paid:	
\$	

*Please do not send correspondence with payment.



Please mail check payable to:

AT&T Mobility
PO Box 650553
Dallas, TX 75265-0553



937000003928789290000000002139700000024731004



Page: 1 of 5
Billing Cycle Date: 08/07/10 - 09/06/10
Account Number: 392878929

How To Contact Us:

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD)
1-866-241-6567

Wireless Number

314-614-6928

Previous Balance	213.97
Payment Posted	0.00
PAST DUE BALANCE	213.97
Payable Immediately	
Monthly Service Charges	21.66
Usage Charges	2.00
Credits/Adjustments/Other Charges	7.61
Government Fees & Taxes	2.07
TOTAL CURRENT CHARGES	33.34
Due Sep 26, 2010	
Late fees assessed after Oct 06	
Total Amount Due \$247.31	

This bill reflects charges that do not appear on the previous statement.

*****This Bill Includes A Past Due Balance*****

If payment has already been made, thank you, please disregard. If not, payment must be made immediately. Please send your payment, including current charges, in the enclosed envelope. You may also pay 24 hours a day, by major credit card or electronic check at 1-800-331-0500, or att.com/MyWireless. If your service is suspended, a reconnection fee will apply. If you have questions regarding your account, contact us at 1-800-947-5096.

2321 N. UNIVERSITY
LUBBOCK, TX 79415-1717

#BWNJSZT
#090003928789294#
6364.7.271.56168 1 AV 0.335
DANIEL FLENTKE
4631 ROSA AVE
SAINT LOUIS MO 63116-1235

Return the portion below with
payment only to AT&T Mobility.

Account Number: 392878929
Total Amount Due: \$247.31
Amount Paid:
\$

* Please do not send correspondence with payment.



Yes, enroll me in AutoPay
Signature required on reverse



Please Mail Check Payable To:

AT&T Mobility
PO Box 650553
Dallas, TX 75265-0553



9370000039287892900000000000333400000024731009

NNNN-NNNN-NNNN-NNNY
225053410033200001



citi
How To Reach Us
1-800-846-8444
Customer Service
BOX 6000
THE LAKES, NV
89163-6000

www.citicards.com

Account Member
DANIEL J FLENTKE

Member Since 2008

Citi® Diamond Preferred® Rewards Card



Account Activity
Nov 06-Dec 07, 2010

Account Number
5424 1806 9104 2268

Minimum Payment Due: New Balance: **\$555.24**

Payment Due Date:

01/03/2011 Payment must be received by 5:00 PM local time on the payment due date.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 28.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay... about...
Only the minimum payment 1 month(s) \$555

You will pay off the balance shown on this statement in estimated total of...
And you will end up paying an estimated total of...
Statement Closing Date 12/07/2010
Days in Billing Cycle 32

For information about credit counseling services, call 1-877-337-8188.

Summary of Account Activity

Previous Balance	\$546.91
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$8.33
New Balance	\$555.24
Past Due Amount	\$490.99
Amt. Over Credit Limit	\$44.25
Credit Limit	\$500
Available Credit	\$0
Cash Advance Limit	\$200
Available Cash Limit	\$0
Statement Closing Date	12/07/2010
Days in Billing Cycle	32

Fees	Post	Description	Amount
Sale		TOTAL FEES FOR THIS PERIOD	0.00
Interest Charged			
Post	12/07	INTEREST CHARGED TO STANDARD PURCH	8.33
		TOTAL INTEREST FOR THIS PERIOD	8.33

2010 Totals Year-to-Date

Total fees charged in 2010	\$0.00
Total interest charged in 2010	\$87.69

Categorized Purchase Activity

Air Travel	Entertainment	Health Care	Lodging	Merchandise
0.00	0.00	0.00	0.00	0.00
Miscellaneous	Organizations	Other Travel	Restaurants	Services
0.00	0.00	0.00	0.00	0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Standard Purch	17.240% (V)	\$550.93 (D)	\$8.33
ADVANCES			
Standard Adv	25.240% (V)	\$0.00 (D)	\$0.00

date paid _____ amount paid _____ check # _____

Detach and follow payment instructions on reverse

www.citicards.com

Make check payable to: Citi Cards

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 03/06/2010
 Pay Date: 03/12/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	80.00	1,040.00	5,949.19
Overtime	19.5000	6.17	120.32	308.89
Bonus				1,244.10
Holiday				260.00
Gross Pay			\$1,160.32	7,762.18

Deductions	Statutory		
	Federal Income Tax	-35.07	318.96
	Social Security Tax	-71.94	481.26
	Medicare Tax	-16.82	112.55
	MO State Income Tax	-28.00	209.00
	St. Louis Income Tax	-11.60	77.62
Net Pay		\$996.89	

Your federal taxable wages this period are
 \$1,160.32

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 03/20/2010
 Pay Date: 03/26/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	73.12	950.56	6,899.75
Bonus			64.35	1,630.85
Personal	13.0000	13.37	173.81	173.81
Overtime				308.89
Holiday				260.00
Gross Pay			\$1,188.72	9,273.30

Deductions	Statutory		
	Federal Income Tax	-37.91	356.87
	Social Security Tax	-73.70	574.94
	Medicare Tax	-17.23	134.46
	MO State Income Tax	-29.00	238.00
	St. Louis Income Tax	-11.89	92.73
Net Pay		\$1,018.99	

Your federal taxable wages this period are
 \$1,188.72

CO. FILE DEPT. CLOCK NUMBER 069
Q2M 100150 100 0037277271 1

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 04/03/2010
Pay Date: 04/09/2010

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	80.00	1,040.00	7,939.75
Bonus			98.80	1,729.65
Overtime				308.89
Holiday				260.00
Personal				173.81
Gross Pay			\$1,138.80	10,412.10

Deductions	Statutory	
Federal Income Tax	-32.92	389.79
Social Security Tax	-70.61	645.55
Medicare Tax	-16.52	150.98
MO State Income Tax	-27.00	265.00
St. Louis Income Tax	-11.39	104.12
Net Pay	\$980.36	

Your federal taxable wages this period are
\$1,138.80

Earnings Statement



SWITZER INDUSTRIES INC.
 2616 S. 3RD ST
 ST. LOUIS, MO 63118

Period Ending: 04/17/2010
 Pay Date: 04/23/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
 625 FAIRWICK DRIVE
 OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	64.00	832.00	8,771.75
Bonus			100.88	1,830.53
Overtime				308.89
Holiday				260.00
Personal				173.81
Gross Pay			\$932.88	11,344.98

Deductions	Statutory		
Federal Income Tax	-12.33		402.12
Social Security Tax	-57.84		703.39
Medicare Tax	-13.52		164.50
MO State Income Tax	-15.00		280.00
St. Louis Income Tax	-9.33		113.45
Net Pay		\$824.86	

Your federal taxable wages this period are \$932.88

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 05/01/2010
 Pay Date: 05/07/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	74.58	969.54	9,741.29
Bonus			85.80	1,916.33
Personal	13.0000	5.40	70.20	244.01
Overtime				308.89
Holiday				260.00
Gross Pay			\$1,125.54	12,470.52

Deductions	Statutory		
	Federal Income Tax	-31.59	433.71
	Social Security Tax	-69.78	773.17
	Medicare Tax	-16.32	180.82
	MO State Income Tax	-26.00	306.00
	St. Louis Income Tax	-11.26	124.71
Net Pay		\$970.59	

Your federal taxable wages this period are
 \$1,125.54

Earnings Statement



SWITZER INDUSTRIES INC.
 2616 S. 3RD ST
 ST. LOUIS, MO 63118

Period Ending: 05/15/2010
 Pay Date: 05/21/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	79.78	1,037.14	10,778.43
Bonus			46.80	1,963.13
Overtime				308.89
Holiday				260.00
Personal				244.01
Gross Pay			\$1,083.94	13,554.46

Deductions	Statutory		
Federal Income Tax	-27.43		461.14
Social Security Tax	-67.21		840.38
Medicare Tax	-15.72		196.54
MO State Income Tax	-24.00		330.00
St. Louis Income Tax	-10.84		135.55
Net Pay		\$938.74	

Your federal taxable wages this period are
 \$1,083.94

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 05/29/2010
Pay Date: 06/04/2010

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	80.00	1,040.00	11,818.43
Bonus			78.00	2,041.13
Overtime				308.89
Holiday				260.00
Personal				244.01
Gross Pay			\$1,118.00	14,672.46

Deductions	Statutory	
Federal Income Tax	-30.84	491.98
Social Security Tax	-69.31	909.69
Medicare Tax	-16.21	212.75
MO State Income Tax	-25.00	355.00
St. Louis Income Tax	-11.18	146.73
Net Pay		\$965.46

Your federal taxable wages this period are
\$1,118.00

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 06/12/2010
 Pay Date: 06/18/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	64.70	841.10	12,659.53
Bonus			113.10	2,154.23
Holiday	13.0000	10.00	130.00	390.00
Overtime				308.89
Personal				244.01
Gross Pay			\$1,084.20	15,756.66

Deductions	Statutory		
	Federal Income Tax	-27.46	519.44
	Social Security Tax	-67.22	976.91
	Medicare Tax	-15.72	228.47
	MO State Income Tax	-24.00	379.00
	St. Louis Income Tax	-10.84	157.57
Net Pay		\$938.96	

Your federal taxable wages this period are
 \$1,084.20

Earnings Statement



SWITZER INDUSTRIES INC.
 2616 S. 3RD ST
 ST. LOUIS, MO 63118

Period Ending: 06/26/2010
 Pay Date: 07/02/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
 625 FAIRWICK DRIVE
 OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	70.00	910.00	13,569.53
Bonus			70.20	2,224.43
Overtime				308.89
Holiday				390.00
Personal				244.01
Gross Pay			\$980.20	16,736.86

Deductions	Statutory		
	Federal Income Tax	-17.06	536.50
	Social Security Tax	-60.78	1,037.69
	Medicare Tax	-14.21	242.68
	MO State Income Tax	-18.00	397.00
	St. Louis Income Tax	-9.80	167.37
Net Pay		\$860.35	

Your federal taxable wages this period are \$980.20

Earnings Statement



SWITZER INDUSTRIES INC.
 2616 S. 3RD ST
 ST. LOUIS, MO 63118

Period Ending: 07/10/2010
 Pay Date: 07/16/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	67.28	874.64	14,444.17
Bonus			75.40	2,299.83
Holiday	13.0000	10.00	130.00	520.00
Overtime				308.89
Personal				244.01
Gross Pay			\$1,080.04	17,816.90

Deductions	Statutory		
	Federal Income Tax	-27.04	563.54
	Social Security Tax	-66.96	1,104.65
	Medicare Tax	-15.67	258.35
	MO State Income Tax	-23.00	420.00
	St. Louis Income Tax	-10.80	178.17
Net Pay		\$936.57	

Your federal taxable wages this period are
 \$1,080.04

CO. FILE DEPT. CLOCK NUMBER 069
Q2M 100150 100 0037488201 1

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 07/24/2010
Pay Date: 07/30/2010

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	79.00	1,027.00	15,471.17
Bonus			56.68	2,356.51
Overtime				308.89
Holiday				520.00
Personal				244.01
Gross Pay			\$1,083.68	18,900.58

Deductions	Statutory		
Federal Income Tax	-27.41		590.95
Social Security Tax	-67.19		1,171.84
Medicare Tax	-15.71		274.06
MO State Income Tax	-24.00		444.00
St. Louis Income Tax	-10.84		189.01
Net Pay		\$938.53	

Your federal taxable wages this period are
\$1,083.68

CO. FILE DEPT. CLOCK NUMBER 069
Q2M 100150 100 0037513118 1

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 08/07/2010
Pay Date: 08/13/2010

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	79.87	1,038.31	16,509.48
Bonus			228.46	2,584.97
Overtime				308.89
Holiday				520.00
Personal				244.01
Gross Pay			\$1,266.77	20,167.35

Deductions	Statutory	
Federal Income Tax	-47.90	638.85
Social Security Tax	-78.54	1,250.38
Medicare Tax	-18.37	292.43
MO State Income Tax	-33.00	477.00
St. Louis Income Tax	-12.67	201.68
Net Pay		\$1,076.29

Your federal taxable wages this period are
\$1,266.77

Earnings Statement



SWITZER INDUSTRIES INC.
2616 S. 3RD ST
ST. LOUIS, MO 63118

Period Ending: 08/21/2010
Pay Date: 08/27/2010

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.0000	80.00	1,040.00	17,549.48
Overtime	19.5000	7.00	136.50	445.39
Bonus			114.40	2,699.37
Holiday				520.00
Personal				244.01
Gross Pay			\$1,290.90	21,458.25

Deductions	Statutory		
	Federal Income Tax	-51.52	690.37
	Social Security Tax	-80.03	1,330.41
	Medicare Tax	-18.71	311.14
	MO State Income Tax	-35.00	512.00
	St. Louis Income Tax	-12.91	214.59
Net Pay		\$1,092.73	

Your federal taxable wages this period are
\$1,290.90

Earnings Statement



SWITZER INDUSTRIES INC.
 2616 S. 3RD ST
 ST. LOUIS, MO 63118

Period Ending: 09/18/2010
 Pay Date: 09/24/2010

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 2
 MO: 1

ERIC PLANT
625 FAIRWICK DRIVE
OAKVILLE, MO 63129-2603

Social Security Number: XXX-XX-9184

Earnings	rate	hours	this period	year to date
Regular	13.2500	80.00	1,060.00	19,404.48
Overtime	19.8750	10.23	203.32	648.71
Bonus			143.10	2,921.97
Holiday	13.2500	10.00	132.50	652.50
Personal				244.01
Vacation				265.00
Gross Pay			\$1,538.92	24,136.67

Deductions	Statutory		
	Federal Income Tax	-88.72	812.08
	Social Security Tax	-95.41	1,496.47
	Medicare Tax	-22.31	349.98
	MO State Income Tax	-47.00	586.00
	St. Louis Income Tax	-15.39	241.38
Net Pay		\$1,270.09	

Your federal taxable wages this period are
 \$1,538.92

STATEMENT OF INFORMATION REQUIRED by 11 U.S.C. § 341 AS OF 4/1/2007

INTRODUCTION

Pursuant to the Bankruptcy Report Act of 1994, the Office of the United States Trustee, United States Department of Justice, has prepared this information sheet to help you understand some of the possible consequences of filing a bankruptcy petition under Chapter 7 of the Bankruptcy Code. This information is intended to make you aware of:

1. The potential consequences of seeking a discharge in a bankruptcy, including the effects on credit history;
2. The effect of receiving a discharge of debts;
3. The effect of reaffirming a debt; and
4. Your ability to file a petition under a different Chapter of the Bankruptcy Code.

There are many other provisions of the Bankruptcy Code that may affect your situation. This information sheet contains only general principles of law and is not a substitute for legal advice. If you have questions or need further information as to how the bankruptcy laws apply to your specific case, you should consult with your lawyer.

WHAT IS A DISCHARGE?

The filing of a chapter 7 petition is designed to result in a discharge of most of the debts you listed on your bankruptcy schedules. A discharge is a court order that says you do not have to repay your debts, but there are a number of exceptions. Debts which may not be discharged in your chapter 7 case include, for example, most taxes, child support, alimony and student loans; court-ordered fines and restitution; debts obtained through fraud or deception; and personal injury debts caused by driving while intoxicated or taking drugs. Your discharge may be denied entirely if you, for example, destroy or conceal property; destroy, conceal or falsify records, or make a false oath. Creditors cannot ask you to pay any debts which have been discharge. You can only receive a Chapter 7 discharge once every eight (8) years.

WHAT ARE THE POTENTIAL EFFECTS OF A DISCHARGE?

The fact that you filed bankruptcy can appear on your credit report for as long as 10 years. Thus, filing a bankruptcy petition may affect your ability to obtain credit in the future. Also, you may not be excused from repaying any debts that were not listed on your bankruptcy schedules that you incurred after bankruptcy filing.

WHAT ARE THE EFFECTS OF REAFFIRMING A DEBT?

After you file your petition, a creditor may ask you to reaffirm a certain debt or you may seek to do so on your own. Reaffirming a debt means that you sign and file with the court a legally enforceable document, which states that you promise to repay all or a portion of the debt that may otherwise have been discharged in your bankruptcy case. Reaffirming agreements must generally be filed with the court within 60 days after the first meeting of creditors.

Reaffirmation agreements are strictly voluntary – they are not required by the Bankruptcy Code or other state or federal law. You can voluntarily repay any debt instead of signing a reaffirmation agreement, but there may be valid reasons for wanting to reaffirm a particular debt. Reaffirmation agreements must not impose an undue burden on you or your dependents and must be in your best interest. If you decide to sign a reaffirmation agreement, you may cancel it at any time before the court issues your discharge order or within 60 days after the reaffirmation agreement was filed with the court, whichever is later. If you reaffirm a debt and fail to make the payments required in the reaffirmation agreement, the creditor can take action against you to recover any property that was given as security for the loan and you may remain personally liable for any remaining debt.

OTHER BANKRUPTCY OPTIONS

You have a choice in deciding what chapter of the Bankruptcy Code will best suit your needs. Even if you already filed for relief, you may be eligible to convert your case to a different chapter.

Chapter 7 is the liquidation chapter of the Bankruptcy Code. Under a chapter 7, a trustee is appointed to collect and sell, if economically feasible, all property you own that is not exempt for these actions.

Chapter 11 is the reorganization chapter most commonly used by businesses, but it is also available to individuals. Creditors vote on whether to accept or reject a plan, which must also be approved by the court. While the debtor normally remains in control of the assets, the court can order the appointment of a trustee to take possession and control of the business.

Chapter 12 offers bankruptcy relief to those who qualify as family farmers. Family farmers must propose a plan to repay their creditors over a three to five year period and it must be approved by the court. Plan payments are made through a Chapter 12 trustee, who also monitors the debtors' farming operation during the pendency of the plan.

Finally, Chapter 13 generally permits individuals to keep their property by repaying creditors out of their future income. Each Chapter 13 debtor writes a plan which must be approved by the bankruptcy court. The debtors must pay the Chapter 13 trustee amounts set forth in their plan. Debtors receive a discharge after they complete their Chapter 13 repayment plan. Chapter 13 is only available to individuals with regular income whose debts do not exceed \$1,000,000 (\$250,000 in unsecured debts and \$750,000 in secured debts).

PLEASE SPEAK TO YOUR LAWYER IF YOU NEED FURTHER INFORMATION OR EXPLANATION, INCLUDING HOW THE BANKRUPTCY LAWS RELATE TO YOUR SPECIFIC CASE.

REAL ESTATE OWNED: YES (circle one) NO (circle one)

ADDRESS

RESIDENCE INCOME COMMERCIAL (circle one)

Year acquired 1998 Price \$2,000 Payoff 140,000 Value 140,000 Current: yes no

How late

ADDRESS

RESIDENCE INCOME COMMERCIAL (circle one)

Year acquired Price Payoff Value Current: yes no

How late

ADDRESS

RESIDENCE INCOME COMMERCIAL (circle one)

Year acquired Price Payoff Value Current: yes no

How late

MOBILE HOMES: YES (circle one) NO (circle one) TYPE OF TAX: PP RE

ADDRESS

Year acquired Price Payoff Value Current: yes no

How late

ADDRESS

Year acquired Price Payoff Value Current: yes no

How late

MOTOR VEHICLES OWNED

81 Make Dodge Model Neon Payoff \$ Today's Value

Current: yes no

Mileage

Make Model Payoff Today's value

Current: yes no

Mileage

Make Model Payoff Today's value

Current: yes no

Mileage

Make Model Payoff Today's value

Current: yes no

Mileage

QUOTED PRICE 1000 COURT COSTS 275

APPOINTMENT: YES NO Date Time

\$ Due 1st Visit

Contingency Statement:

NOTES: new's D available 11/9 @ 1 11/10 @ 1

11/11 @ 3:30

Appt -

Type of Debtor: Individual Joint H/W Marital Status: Married Divorced Separated Single Widow Widower Chapter: 7 13

Nature of Debt: Consumer Business

Form Revised 1/5/09

INTAKE DATE: _____

Home _____ Work 314 427 3300 ext 202 Spouse Work _____

Cell 314 536 1007 Spouse Cell _____ Fax #'s _____

Email DFlentKE@Fastrans.com

Email & Other Phone #'s: Girlfriend/Boyfriend/Significant others/Nearest Relatives

Daniel Joseph FlentKE 1-20-62 490729616
First Name Middle Last DOB Age SS# Verified

First Name Middle Last DOB Age SS# Verified

Other Names In Last 8 Years: (Maiden Names, Hyphenated Names, Alias', Etc. FKA or AKA)

4631 ROSA AVE ST LOUIS MO 63116 St. Louis City 12 yrs
Street (Home Address) City/ State /Zip County Dates @

Mailing Address (if different from home address above)

[PRIOR CASES]

7 X 13 Date 5/2/89 Case # 4:89-bk-4171 District EDMO Discharged 8/89 Dismissed
7 13 Date _____ Case # _____ District _____ Discharged _____ Dismissed

Attorney fees paid/ to be paid: \$1275 3000 - 1000

[SCHEDULE A&D] [REAL ESTATE RESIDENCE]

Description (age/type/etc) Single Family home

Purchase Date 10/98 Purchase Price 81,000 H/W/J Fee Simple T by E Tenant in Common

1st Mortgage Bank of America

Name _____ Address _____
Claim Amount \$144,000 Value 125,000 Account # _____ Date Incurred _____

Reaffirm: Yes No Current: Yes No # Mos _____ () Fax _____ Phone _____

2nd Mortgage _____

Name _____ Address _____
Claim Amount _____ Account # _____ Current: Yes No #Mos _____

Reaffirm: Yes No Fax # _____ Phone # _____ Date Incurred _____

3rd Mortgage _____

Name _____ Address _____
Claim Amount _____ Account # _____ Current: Yes No #Mos _____

Reaffirm: Yes _____ or No _____ Fax # _____ Phone # _____ Date Incurred _____

[2nd REAL ESTATE]

[LAKE LOT, TIME SHARE, 2ND HOME, ETC] Description (age/type/etc)

Purchase Date _____ Purchase Price _____ H/W/J Fee Simple T by E Tenant in Common

1st Mortgage _____

Name _____ Address _____
Claim Amount _____ Value _____ Account # _____

Reaffirm: Yes No Current: Yes No # Mos _____ Fax _____ Phone _____ Date Incurred _____

2nd Mortgage _____

Name _____ Address _____
Claim Amount _____ Account # _____ Current: Yes No #Mos _____

Reaffirm: Yes No Fax # _____ Phone # _____ Date Incurred _____

☒ **Schedule E • [Except Real Estate Taxes, List All Taxes Less Than 3 Years Old & Back Child Support & Back Alimony]**

Creditor Name/address _____ type _____ Amount _____

Creditor Name/address _____ type _____ Amount _____

Creditor Name/address _____ type _____ Amount _____

Creditor Name/address _____ type _____ Amount _____

☒ **Schedule G • List all Leases except your apartment & any contracts to buy property or a business not already listed]**

Name/address _____ Type _____

Name/address _____ Type _____

☒ **Schedule H • [Co-debtors: anyone else on any loans, bills, old utilities, moho loans, house loans, car loans, credit cards, etc]**

Co-Debtor Name/Address	Creditor Name/Address

• SCHEDULE I • [INCOME OF ENTIRE HOUSEHOLD]

[Marital Status:]

[Dependents: Any ages, kids, adults, etc]

	Age	Relationship	Age	Relationship
____ Married/ # of years _____	_____	_____	_____	_____
____ Married Separated/ # of years _____	_____	_____	_____	_____
____ Divorced/ # of years _____	_____	_____	_____	_____
____ Widowed/ # of years _____	_____	_____	_____	_____
<input checked="" type="checkbox"/> Single/ never married	_____	_____	_____	_____

Employer Name/Address _____ Occupation _____ How Long Employed _____

Spouse Employer Name/Address _____ Occupation _____ How Long Employed _____

(Debtor) \$PER HR _____ X _____ HRS PER WK = \$ _____ PER WK X 52 Wks Divided by 12 months = \$ _____ Month

(Debtor) \$PER HR _____ X _____ HRS PER WK = \$ _____ PER WK X 52 Wks Divided by 12 months = \$ _____ Month

If salary, list monthly gross salary on this line Debtor _____ Spouse _____

Charitable contributions to churches, organizations, etc. (must be on the financial statements #7)	\$	
Insurance: Homeowners or Renters (not deducted from paycheck or paid in mortgage)	\$	
Insurance: Life (not deducted from paycheck)	\$	
Insurance: Health or Disability (not deducted from paycheck)	\$	
Insurance: Auto/ Motor Vehicle(s)	\$	1200 per year
Taxes (not from paycheck but personal property, other taxes, real estate taxes not in the mortgage) (circle please)	\$	40 city taxes
Installment payments not in plan: Auto 1 Model: _____ Amount _____ Other: Auto 2 Model _____ Amount _____	\$	
Other: Student loans _____ Reaffs on _____ Amount _____	\$	
Alimony, child support, monies paid to help family members, or others at your home (circle please or describe)	\$	
Payments for dependents or support of others not living at your home (like kids in college) (describe)	\$	
Business expenses from operation of business or farm (circle please)	\$	
Other: (circle please) Daycare / babysitting / Latchkey / Preschool	\$	
Hygiene / Toiletries / Haircuts	\$	35
(circle please) Eldercare (your parents, grandparents, etc.)	\$	
Vehicle repairs/maintenance/service/inspections/tags	\$	40
(circle please) School Costs (college, elementary, trade, religious, etc.)	\$	
(circle please) Non-dischargeable debts (taxes, student loans, etc)	\$	
OTHER: (Be Specific)		

TOTAL EXPENSES \$ _____ \$ _____

• **STATEMENT OF FINANCIAL AFFAIRS • [SOFA]**

Income from employment or operation of business

1. Employment \$ **D:** 10/ _____ 09/ _____ 08/ _____ **SP** 10/ _____ 09/ _____ 08/ _____

2. **Other types of income** **D** 10/ _____ **D** 09/ _____
 (unemployment, welfare, Pensions Types Types
 food stamps, Social Security, **SP** 10/ _____ **SP** 09/ _____
 alimony, child support, trusts, inheritances) Types Types

☒ 3a, b. Within the last 90days did any one unsecured non tax creditor get more than \$1000.00?

name	address	dates of payments	amount Paid
------	---------	-------------------	-------------

name	address	dates of payments	amount Paid
------	---------	-------------------	-------------

3c. Payments within one year to insiders ? _____

(relatives, shareholders, partners, officers, directors) Creditor name address/ dates of payment/amount paid/relationship to debtor

4a. Any lawsuits debtor was party to within one year ?

Caption of suit/Case #	nature of proceeding	Court/ location	Status of disposition
Capital one	Breach contract	DIV 27	

☒ 4b. Execution, garnishments and attachments, within one year ? _____
 (creditor/ Date of seizure /description and value of property.)

☒ 4c. Repossessions, foreclosures, returns, deeds in lieu within one year? Creditor name/ address/ date of repo, foreclosure, return/
 description value of property

GOLDBERG LAW FIRM, LLC

The London House
Soulard, MO 63104

314-771-1900

314-771-1903 fax

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BANKRUPTCY CLINIC

502 Pevely Manor
Pevely, MO 63070

636-464-6400

314-771-1903 fax

**We Cannot Finish Counseling & Advising You Or Get Your Papers Ready To Sign Or File With The Court Until
You Supply Our Office With The Following Items. If We Do Not Get Them, We Cannot File Your Case In Court.**

RECEIPTS

Fees paid for services are not refundable

Received \$ 1200 on 11-11-10 From CASH

Signed: MB

Received \$ 75 on 11-11-10 From check

Signed: MB

Received \$ _____ on _____ From _____

Signed: _____

Received \$ _____ on _____ From _____

Signed: _____

NOTES FOR ATTORNEY

NOTES FOR CLIENT(S)

FUTURE APPOINTMENTS

Date _____ Day _____ Time _____
Date _____ Day _____ Time _____
Date _____ Day _____ Time _____
Date _____ Day _____ Time _____
Date _____ Day _____ Time _____

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We Cannot Finish Counseling & Advising You Or Get Your Papers Ready To Sign Or File With The Court Until You Supply Our Office With The Following Items. If We Do Not Get Them, We Cannot File Your Case In Court.

☐ Bank Statements for last 6 months for all accounts _____
☐ Child Support received Statement/ Printout _____
☐ Co-Debtor Name(s)/Addresses _____
☒ **Counseling at Office \$30 on debit card or in checkbook**
☐ Credit Report _____
☒ **Counseling at Home \$30 on debit card or in checkbook**
☐ Divorce Decree & Property Settlement _____
☐ Domestic Support Obligation Parent Name/Address/Phone# _____
☐ Garnishment _____
☐ Government Benefits statement _____
☐ Govt Picture ID, Driver's License _____
☐ Household items list for items \$500 or more _____
☐ Jewelry items list for items \$100 or more _____
☐ Judgments _____
☐ Lawsuits pending _____
☐ Leases on Truck, Vehicle, Storage, Furniture, Appliances _____
☐ Lease on real estate, apartment, other land _____
☐ Life Insurance Policies _____
☐ Life Insurance Surrender Value Statement _____
☐ Loan Papers for all motor vehicles _____
☐ Loan Papers for all Business Loans _____
☐ Loan Papers for all Personal Loans _____
☐ Medical Savings Plan Statement _____
☐ Monthly Income/Expense Statements for last 6 months _____
☐ Payroll Address/Fax/Phone# _____

☒ Missing Bills from _____
☐ **Missing Pay stubs/printouts for YOU or Husband**
☐ **NEEDED from Job #1 Job #2 for the following Dates:**

☐ **Missing Pay stubs/printouts for Wife**
☐ **NEEDED from Job #1 Job #2 for the following Dates:**

☒ **Pay stubs/printouts from you (Husband) until filing date**
☐ **Pay stubs/printouts from you (Wife) until filing date**
☐ Personal Property Tax Bill _____
☐ Proof of Insurance for motor vehicle(s) _____
☐ Real Estate Loan Papers for _____
☐ Real Estate Foreclosure Notice _____
☐ Real Estate Appraisal _____
☐ Real Estate Deed(s) _____
☐ Real Estate Mtge statements showing balance/delinquency _____
☐ Real Estate Settlement Statement from sale, refi, etc. _____
☐ Real Estate Tax Assessment _____
☐ Real Estate Tax Bill _____
☐ Repossession Notice _____
☐ Pension plan/ Retirement / 401(k), IRA, statement _____
☐ Social Security Card _____
☐ Social Security Statement for the year(s) _____
☐ **Tax returns for 2009 & 2008 Federal and State** _____
☐ Titles on motor vehicle(s) _____
☐ Tuition Plan Statement _____
☐ Unemployment Statement/printout _____

OTHER DOCUMENTS

19a. List all bookkeepers/accountants keeping/supervising/controlling the books/accounts/records _____
19b. List everyone who audited or prepared financial statements within 2 years. _____
19c. List everyone in possession of the accounting and records at BK filing. _____
19d. List anyone who received a financial statement within 2 years. _____
20a. List last 2 inventory dates/supervisor name/dollar value. _____
20b. Name/address of person with the 2 inventory records. _____

[CONFIDENTIAL ISSUES/NOTES/STRATEGIES]

Might have to wait because: Tax refunds high, tax returns not filed, too much equity in cars or real estate, heavy usage of credit cards within last 4-5 months, divorce decree says pay these debts, getting a lot of money from something or someone like lawsuit, insurance co. inheritance. **Circle the Issues.** Wants to file ASAP because: Lawsuit date coming up, garnishment of paycheck or bank account, repo of vehicle going to happen, did happen, foreclosure of real estate coming, just happened. **Circle the Issues.**

Give: Name, _____ **address/location,** _____ **nature of business,** _____ **time period** _____

8. Have you owned your own business in the last 6 years? **YES** if you are or were officer/director/shareholder/partner/sole proprietor/or self employed in your or anyone's business. _____

7. Do you have control or own any hazardous waste sites? _____

6. Within 8 yrs past have you or your spouse lived and been married or divorced in Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin? Identify the former spouse w/name, address, phone no. _____

Address _____ **Name used(if same say, 'same name')** _____ **Time Period** _____

Address _____ **Name used(if same say, 'same name')** _____ **Time Period** _____

Address _____ **Name used(if same say, 'same name')** _____ **Time Period** _____

5. Any other addresses in the last three years? _____

4. Property held for another person or used by you? (i.e. cars/mobile homes, houses, jewelry, etc.) _____
Owners name & Address description & value of property / location of property _____

3. Setoffs made by any creditor within 90 days? _____

2. Safe deposit boxes within one year? (Bank name/address/contents/closure date) _____

1. (Name/address of transferee/relationship to debtor/date/describe property value received) (Did debtor get any money?) _____
 Closed/sold/transferred financial accounts within one year? (checking/savings/CD'S/credit union/401(K)/stock/etc.) _____
 Institution name & address / type & account # /closing balance / date of closing _____

Other transfers of real estate, cars: anything either refinanced, sold, given, traded in with in past 2 years? _____

9. Payments related to debt counseling or bankruptcy? (date, atty. fee amount) **\$ 275** **11-11-200**

Loss to property or bodily injury from fire, theft, storm, hail, auto accident, work accident, earthquake, tornado within one year? _____
 Description/value of property/circumstances and insurance coverage/ date of loss _____

Name & address /relationship to debtor/(circle one Organization Type) Religious Institution, Non-Profit, Charity _____
date of gift and description and value of gift (circle one) Monthly/Weekly amount _____

Gifts over \$600 within 1 year? Contributions to Charity, Church, Tithing, Whatever? _____

Electricity and Gas/Heat	\$ 200	
Water and Sewer	\$ 40	
Telephone	\$ 40	
Other: Trash Pickup	\$ —	
Other: Security or Alarm system	\$ —	
Other: Cable / Satellite / Internet	\$ —	
Home maintenance: (cleaning products, lawn care, landscaping, repairs, well, septic, light bulbs, door mats, rakes, batteries for detectors, power washers)	\$ 50	
Food: (lunches at work, at home, baby food, eating out, grocery store, etc)	\$ 400	
Clothing: (for everyone, all children, uniforms)	\$ 50	
Laundry detergent, fabric softener and dry cleaning	\$ 20	
Medical, dental, prescriptions, over the counter stuff, eyeglasses, contacts, co-pays, etc.	\$ 175	
Transportation (gasoline, bus fare, taxis, etc.) (not vehicle payments)	\$ 200	
Recreation/entertainment, newspapers, clubs, etc. (be careful this is luxury)	\$ 100	

Are real estate taxes included: Yes ☒ No ☐ Is property insurance included: Yes ☒ No ☐

Rent or Mortgage 1st 1250 2nd \$

• SCHEDULE J • EXPENSES OF ENTIRE HOUSEHOLD

OTHER INCOME: LIST IT BELOW!!!	
Income from Business	(circle please)
Other income: from Girlfriend or Boyfriend	(circle please)
Interest from Dividends	
Alimony, Maintenance or Child Support	(circle please)
Social Security Retirement or Social Security Disability	(circle please)
Other income: Unemployment	
Pension or Retirement	
Net Income from ANY others living with Debtor	
Net Income from: Second or Part-Time Job	(circle please)
Or from any other source (describe)	
TOTAL MONTHLY INCOME	

Income Subtotal \$ Total Deductions: \$

MONTHLY DEDUCTIONS:	
All Federal, State, Local Taxes/ Social Security/ Medicaid/ Medicare	Debtor
Insurances of all types (health, dental, life, disability, eye care, etc.)	
Union dues	
Other: Pension or Retirement	
Other: Pension Loan	
Other: Child Support	
Other allowable deductions (no savings, credit union, xmas club, savings bonds, etc.) i.e. uniforms, etc. state here:	

Anticipated increase or decrease greater than 10%

Gross Monthly Income: \$

Household 2

Household 1

Spouse

Debtor

Spouse

Debtor

• SCHEDULE B PERSONAL PROPERTY

[OWNER H/W/J/O]

[ITEM OR NAME]

[VALUE]

[TYPE]
1. Cash (not in accounts)

2. Accounts (checking, savings, credit union, CD's, brokerage)

US Bank Checking + Savings

* US Bank Check - ID Power of atty for mother on acct

Virginia Vitzdamm

4. Household Furnishings: (audio/Video/computer/appliances)

\$3000 2/8/00

Art/Antiques/Collectibles Stamps/coins/china/silverware/

6. Clothing

\$100

7. Furs/jewelry/wedding rings, bands

watch \$25

8. Firearms/sports/photography/

9. Insurance policies Co name/surrender value if any

Term

(Term, Whole, Variable, Universal) thru employees 15,000 upon death

10. Annuities

11, 12. IRA's/401's/Pensions/education IRA's \$401 employer \$20,000

13, 14. Stocks or ownership in corporations or businesses/Partnerships/joint ventures

15, 16. Government/Corporate bonds/US Savings Bonds/Accounts receivable

17, 20. Equitable/future interests/life estates/Interest in estates/trusts/inheritanes

17, 18. Tax refunds/claims of all kinds/lawsuits/PI/Alimony/property or insurance settlements

22, 23, 27. Patents/copyrights/franchises/aircraft

28, 30. Office equipment/furnishings/supplies/Machinery/Fixtures/Inventory

31, 32. Breeding Animals/Livestock/Crop/Farming Equipment/Supplies

25. Schedule B & D Motor Vehicles: (Cars SUVs Trucks Motorcycles 4 wheelers Jet skis Boats)

Make/Model/Mileage/Condition Creditor Name/Address/Account# Date Incurred Amount Due Value Reaffirm Yes or No

9901 Dodge Neon	N/A	9/2008	Ø	150

27, 35. Other property, claims, anything not listed above: List ITEM(S), VALUE(S), OWNER(S)

NAME Daniel Flentke NAME DATE 11-8-10
(Individual First, Last) (Spouse First, Last)
ADDRESS 4631 Rosa Ave STL 63116
PHONE home 314 536 1007 cell cell (spouse)
PRIOR FILING: Y or N WHAT 1 WHERE STL PRIOR FILING: Y or N WHAT WHERE
DIVORCE (past 5 years) Y or N (year) 1 (location) 1 LAWSUITS: (past, present, upcoming) Y or N (when) 12/7 (where) STL
FORECLOSURES: (past, present, upcoming) Y or N (when) 1 (where) 1 REPOSSESSIONS: (past, present, upcoming) Y or N (when) 1
GARNISHMENTS: (past, present, upcoming) Y or N (who) 1 (how long) 1 HEAVY CREDIT USE: (past 5 months) Y or N (amount) 1
PAYDAY LOANS: Y or N (how many) 1 (how much) 1 ANY NO INSURANCE CAR ACCIDENTS: Y or N (when) 1
TRANSFERS OF \$4000 OR MORE: (in past 4 years) Y or N (who) 1 (how much) \$ 1 (who) 1 (how much) \$ 1
EMPLOYER: (H) Cargo Sales Inc AGES: 44, 000 EMPLOYER: (W) 1 WAGES: 1
CONSISTENT FOR PAST 6 MOS: (H) Y or N CONSISTENT FOR PAST 6 MOS: (W) Y or N
SELF EMPLOYED/OWN BUSINESS: Y or N (type of business) 1 # OF EMPLOYEES 1 SUBCONTRACTORS: Y or N
(circle) CORP / LLC / SOLE PROPRIETOR HOW LONG 1
LIST ALL OTHER SOURCES OF INCOME & AMOUNTS 1
NUMBER OF PERSONS IN HOUSEHOLD 1 AGES/TITLES SELF 48
DO YOU HAVE MORE THAN 15 CREDITORS: Y or N 1 ALL FED/STATE TAXES FILED FOR PAST 4 YEARS Y or N 1

NOTES:

over the median income guidelines so he can only file a ch. 13
if lawsuit a concern we can enter and defend the lawsuit
cost is \$1275 we can break over 3 pays \$400 down

Appt - ASAP
wants to pay in full -

CREDIT COUNSELING: Please have them e-mail or fax your certificate to:
Nathan@goldberglawllc.com or computer5@goldberglawllc.com or 314-771-1903

Before Filing your Bankruptcy case:

InCharge Education Foundation:

To complete your credit counseling online:

www.PersonalFinanceEducation.com

or call 1-866-729-0049

Cost for Debt Counseling:

Single Person - \$30.00

Joint - \$30.00 as long as the counseling is for husband and wife and both

complete the counseling at the same time.

Payment Methods:

Debit Card/Money Order (have to call in and get an access code first if pay by Money Order and then InCharge will give them a mailing address). They will also accept a third party Debit Card

Once you start your counseling it will give you a session number, you need to keep a

record of this number as well as of your sign-in and password (which you will choose);

please fill this information in on this sheet and do not lose it. We will need it if your

certificate does not come to us in a timely manner. InCharge Client ID: _____

Sign-In: _____

Password: _____

After your Bankruptcy has been filed:

Hummungbird Credit Counseling

To complete your credit counseling online:

www.hummungbirdcreditcounseling.org

or call: 800-645-4959

Cost for Debt Counseling:

Each Person - \$19.00

Payment Methods:

Debit card/Money Order

Mailing address for Money Order:

Hummungbird Credit Counseling

3737 Glenwood Ave., Ste. 100

Raleigh, NC 27612

11/11/08